



City of Fitchburg  
5520 Lacy Road  
Fitchburg, WI 53711-5318  
Phone: (608) 270-4200 Fax (608) 270-4275  
[www.fitchburgwi.gov](http://www.fitchburgwi.gov)

**AGENDA  
BOARD OF PUBLIC WORKS  
June 1, 2015  
5:30 P.M.  
CITY HALL**

**NOTICE IS HEREBY GIVEN** that the Board of Public Works will meet at 5:30 P.M. on Monday, June 1, 2015 in the **Council Chambers** at City Hall, 5520 Lacy Road to consider and act on the following:

(Note: Full coverage of this meeting is available through FACTv and Streaming Video, accessible on the city web site at <http://factv.city.fitchburg.wi.us/Cablecast/Public/Main.aspx?ChannelID=3>)

- 1. Call to Order**
- 2. Public Appearances – Non Agenda Items**
- 3. Approval of May 18, 2015 Minutes**
- 4. Report of Director of Public Works**
- 5. Resolution R-60-15 - Approving Contract with Mead & Hunt for the Design of Lacy Road from the Community Center to S. Syene Road**
- 6. Resolution R-61-15 - Approving Revised Agreement with Wisconsin Department of Transportation for the Reconstruction of Verona Road from CTH PD North to Raymond Road**
- 7. Resolution R-64-15 - Approving Agreement for Subdivision Improvements in the Plat of Quarry Vista**
- 8. Announcements**
  - a. Next Joint Board of Public Works/TTC meeting – June 11, 2015 at 5:30
  - b. Next Board of Public Works Meeting June 15, 2015 at 5:30
- 9. Adjournment**

*Note: It is possible that members of and possibly a quorum of members of other government bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Fitchburg City Hall, 5520 Lacy Road, Fitchburg WI 53711, (608) 270-4200*



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**MINUTES  
BOARD OF PUBLIC WORKS  
May 18, 2015  
5:30 P.M.  
CITY HALL**

**NOTICE IS HEREBY GIVEN** that the Board of Public Works will meet at 5:30 P.M. on Monday, May 18, 2015 in the **Council Chambers** at City Hall, 5520 Lacy Road to consider and act on the following:

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**Board of Public Works Members Present:** Steve Arnold, Dorothy Krause (arrived at 5:40), Michael Gernetzke and Dave Herbst

**Others Present:** Cory Horton, Director of Public Works, Debbie Hatfield (Montgomery Associates-engineer for the Quarry Vista Plat), Robert Stuff (resident at 4513 Jenewein Road)

1. **Call to Order-** The meeting of the Board of Public Works was called to order by Arnold at 5:34 p.m.
2. **Public Appearances – Non Agenda Items-** Robert Stuff expressed concerns regarding damaged curb and gutter on his street and requested that the City pay for repairs. Mayor Arnold will meet with Horton to go over assessment policy
3. **Approval of May 4, 2015 Minutes w/ Changes** (video time 17:34)
  - a. Motion to approve made by Gernetzke
  - b. Seconded by Herbst
  - c. Motion carried, minutes approved
4. **Review of April 2015 Utility Bills**
  - a. Board asked questions, discussed
5. **Report of Director of Public Works** (video time 20:02)
  - a. Horton provided project/construction updates, schedules of current projects, upcoming bids and staff updates. Board asked questions, discussed
6. **Resolution R-57-15** – Authorizing Acceptance of the Fitchrona Road Water Main Bid (video time 32:52)
  - a. Motion to approve made by Herbst
  - b. Seconded by Gernetzke
  - c. Debbie Hatfield, the engineer for the Quarry Vista Plat registered to speak
  - d. Horton discussed details of the project, board asked questions and discussed
  - e. Motion carried, resolution approved

- 7. Resolution R-58-15 - Preliminary Assessment Resolution for Water Main Improvements on Fitchrona and Lacy Road (video time 42:00)**
- a. Motion to approve made by Gernetzke
  - b. Seconded by Krause
  - c. Horton discussed details of the project, board asked questions and discussed
  - d. Motion carried, resolution approved
- 8. Announcements**
- a. Next Board of Public Works Meeting – June 1, 2015
- 8. Adjournment-** Adjournment at 6:18
- a. Motion to adjourn made by Gernetzke
  - b. Seconded by Herbst
  - c. Motion carried

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# City of Fitchburg

## Committee or Commission Referral

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Direct Referral Initiated by:

Direct Referral Approved by:

Date Referred: **May 26, 2015**

Ordinance Number:

Date to Report Back: **June 9, 2015**

Resolution Number: **R-60-15**

Sponsored by: Mayor

Drafted by: Public Works

**TITLE:** Approving Contract with Mead & Hunt for the Design of Lacy Road from the Community Center to S. Syene Road

**Background:** The current CIP for the Lacy Road Reconstruction project does not include sufficient funds for the design or construction costs for this 1.3 mile project. The preliminary construction estimate from Mead & Hunt puts the project at \$5.8 million (\$6.0 million with a signal). The CIP included \$4 million and the STP-urban grant is based off a 50% cost-sharing with a \$2 million cap. The design costs that were included in the CIP were \$300,000, however, the cost from Mead and Hunt is \$690,000. It is not unusual for design and engineering fees to be 10-12% of the construction cost, so this fee is not unusual given the complexity of this project. City staff will update the CIP to reflect these updated costs.

City staff will also contact WisDOT to understand our options for this project, given the cost overrun that is anticipated. Can the City apply for more funding? Can the project length be reduced? Do we need to reduce the scope and eliminate some components from the project (roundabout, lighting, burying overhead, etc)? Staff will look into these options prior to the Board of Public Works meeting to be able to have answers for next steps on this project.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	June 1, 2015	
2	Finance	Roach	June 9, 2015	
3				
4				

Amendments:

## Agreement for Engineering Services

### **OWNER**

City of Fitchburg  
5520 Lacy Road  
Fitchburg, Wisconsin 53711

### **ENGINEER**

Mead & Hunt, Inc.  
2440 Deming Way  
Middleton, WI 53562

PROJECT: Lacy Road Reconstruction  
Fitchburg Community Center to South Syene Road

## **1. Scope of Services**

### A.1 Definitions

- A. "DEPARTMENT" means the Wisconsin Department of Transportation or local program management consultant.
- B. "FHWA" means the Federal Highway Administration
- C. "PROJECT" means a specific section of highway proposed for improvement by the DEPARTMENT in the CONTRACT.
- D. "Services" means the engineering Services, labor, equipment, and materials furnished by CONSULTANT in accordance with this CONTRACT.
- E. "MANUAL" means the DEPARTMENT's Facilities Development Manual and other manuals reference therein.
- F. "CITY" means the City of Fitchburg Public Works Department.
- G. "CONSULTANT" means Mead & Hunt, Inc.

### A.2 Design Reports

#### A. Concept Definition Report

A Concept Definition Report, as defined in the MANUAL, has been prepared for the PROJECT and will be furnished by the DEPARTMENT or CITY.

#### B. Pavement Report

The CONSULTANT shall prepare a pavement report including a life cycle cost analysis as set forth in the MANUAL. One copy of the report shall be submitted to the DEPARTMENT for review.

#### C. Design Study Report

The CONSULTANT shall prepare a design study report as set forth in the MANUAL. One copy of the report shall be submitted to the DEPARTMENT for review. The preparation of final Road Plans shall not be undertaken by the CONSULTANT until the Design Study Report has been approved or the CONSULTANT has been authorized by the CITY.

D. TRANS 75 Worksheets

The CONSULTANT shall prepare a Complete Street Compliance Check Sheet and applicable Exception Sheet(s).

A.3 Environmental Documentation

By its execution of this CONTRACT, the CONSULTANT does hereby specify in accordance with the disclosure statement requirements of 40 CFR 1506.5(c) and 23 CFR 771.123(d) that CONSULTANT has no financial or other interest in the outcome of this PROJECT.

The CONSULTANT shall prepare an Environmental Report for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. The appropriate number of copies shall be furnished to the CITY for approval.

The CONSULTANT shall comply with the requirements specified in the MANUAL as well as in Chapter TRANS 400, Wisconsin Administrative Code. In the event of any irresolvable conflict between the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code, the administrative rule controls.

A. Agricultural Impact Notice

The CONSULTANT shall prepare an Agricultural Impact Notice, in accordance with the MANUAL, for lands from farm operations which may be acquired for this PROJECT. The Agricultural Impact Notice shall be submitted to the Wisconsin Department of Agriculture, Trade and Consumer Protection by the CONSULTANT.

B. Section 4(f) Evaluation

The CONSULTANT will prepare the appropriate Programmatic Section 4(f) documentation for two (2) sites along the corridor. Preparation of a DeMinimus or complete Section 4(f) Evaluation is considered "Extra Services."

C. Section 6(f) Evaluation

Section 6(f) issues are not anticipated for the project and are not included in this CONTRACT; considered "Extra Services".

D. Historical and Archaeological Surveys and Studies

- a) The CONSULTANT shall identify the Area of Potential Effect for the PROJECT. The CONSULTANT shall conduct a reconnaissance survey following the procedures specified in the MANUAL. Upon completion of the archaeological and historical reconnaissance and evaluation studies, the results of the survey shall be submitted to the CITY. For historical/architectural reconnaissance surveys, the CONSULTANT shall consult with the State Historical Preservation Office (SHPO), the historian and the Project Manager concerning recommendations. When archaeological reconnaissance studies indicate further work is needed, the CONSULTANT shall consult with the archaeologist and DEPARTMENT prior to conducting evaluation studies.
- b) The CONSULTANT shall prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" as specified in the MANUAL. The CONSULTANT shall document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".

E. Environmental Justice

No minority or low-income population are suspected of residing within the project area. Environmental Justice evaluation is considered "Extra Services."

F. Hazardous Materials/Contamination Assessments

- a) The CONSULTANT shall conduct a Phase 1 investigation for the PROJECT in accordance with the MANUAL and prepare a brief memo.
- b) When Phase 1 indicates further work is needed, the CONSULTANT shall consult with the DEPARTMENT prior to conducting further evaluation studies. Further studies shall be considered "Extra Services".
- c) The CITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT.

G. Wetlands

- a) The CONSULTANT shall field delineate wetlands within the project area. Wetlands will be delineated following the field methods of the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual, (Manual), as modified by the Interim Regional Supplement: Northcentral and Northeast Region, (Supplement) adopted October, 2009. Wetland boundaries shall be marked in the field and surveyed to a common horizontal control point for the project. A written report shall be prepared and provided in accordance with the documentation standards of the Manual and Supplement, as well as the Basic Guide to Wisconsin's Wetlands and Their Boundaries, published by the Wisconsin Department of Administration (1995).
- b) The CONSULTANT shall prepare and provide a wetland delineation report containing field data sheets with data point photographs, a wetland boundary map at an appropriate scale, supporting information concerning soils, the project area of interest, antecedent precipitation and a narrative description of wetlands and how their boundaries were determined.
- c) The CONSULTANT shall request a preliminary jurisdictional determination for the wetlands from the U.S. Army Corps of Engineers upon transmittal of the wetland delineation report to the agencies.
- d) The CONSULTANT shall coordinate with the Wisconsin Department of Natural Resources (WDNR) to identify existing wetland banking sites to compensate the potentially unavoidable wetland impacts. If necessary, the banking sites shall be discussed in the environmental document.
- e) The CONSULTANT shall not be required to evaluate mitigation sites based on factors such as land use and soil type. The CONSULTANT shall not be required to make field visits to identify mitigation sites. The preparation of wetland mitigation plans is not included in this CONTRACT. This work shall be considered "Extra Services".

H. Air Quality

Air quality issues are not anticipated for the project and are not included in this CONTRACT; considered "Extra Services".

I. Noise Analysis



A noise analysis is not anticipated for the project and are not included in this CONTRACT; considered "Extra Services".

#### A.4 Agency Coordination

##### A. General:

At the request of the CITY, the CONSULTANT shall forward correspondence to affected local, state, and federal agencies and supply them with information concerning the PROJECT, including exhibits, so as to inform them of the scope of the project.

##### B. The CONSULTANT shall coordinate with the following interests through correspondence:

- a) US Army Corps of Engineers
- b) US Fish and Wildlife Service
- c) Wisconsin Department of Natural Resources
- d) Department of Agriculture, Trade, and Consumer Protection
- e) State Historic Preservation Office
- f) Native American Tribes
- g) Local Historic Societies
- h) Dane County

##### C. The CONSULTANT shall keep the CITY informed of its and other affected agency activities.

##### D. Contact with the FHWA shall be only through the CITY or DEPARTMENT.

##### E. Permits and Certifications:

###### a) Section 401 and 402 Certifications:

The CONSULTANT shall evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the procedures as set forth in the MANUAL, and shall prepare the necessary application.

###### b) Section 404 Permits:

The CONSULTANT shall evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and

the procedures as set forth in the MANUAL, and shall prepare the necessary permit application.

- c) The CONSULTANT shall prepare a Chapter 30 permit for this project.

#### A.5 Railroad/Utility Involvements

##### A. Railroad Negotiations/Agreements

The CONSULTANT shall prepare the railroad crossing report for the intersection of Lacy Road with the Wisconsin and Southern Railroad.

##### B. Utility Coordination

The CONSULTANT shall perform utility coordination in accordance with:

- a) The MANUAL
- b) The WisDOT "Guide to Utility Coordination"
- c) The "Local Project Utility Coordination Task List".

The CONSULTANT shall prepare necessary conveyance documents for the CITY. The CITY will enter into negotiations with the affected utility companies and will prepare all other documents.

The DEPARTMENT or CITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT. It should be verified and updated by the CONSULTANT.

The CONSULTANT shall confer on an ongoing basis with utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the CITY informed of such coordination activities. The CONSULTANT shall provide the CITY with plans and information that will allow it to meet its planned utility coordination schedule.

#### A.6 Public Involvement

A. The CONSULTANT, after consultation with CITY shall prepare a Public Involvement Plan for this PROJECT.

##### B. Informational Meetings:

- a) The CONSULTANT shall conduct one (1) public "kick-off" meeting to acquaint the public with the concepts and probable impacts of this PROJECT.

- b) The CONSULTANT shall conduct up to two (2) public informational meetings with property owners and interested parties regarding evaluated alternatives for the PROJECT.

C. Meeting Exhibits and Documentation

- a) The CONSULTANT shall prepare exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meetings.
- b) The CONSULTANT shall prepare exhibits and documentary handout material to assist the CITY with attending or presenting information at community events.
- c) The CONSULTANT shall prepare summary minutes following the public information meetings.
- d) The CONSULTANT shall consult with the CITY after the public informational meetings to discuss the comments received and shall recommend the possible disposition of these comments and suggestions.
- e) The CITY will make the necessary arrangements for scheduling the meetings.
- f) The CONSULTANT shall provide the CITY with copies of public involvement correspondence and file notes.

D. Project Mailings, Newsletters

- a) The CITY will be responsible for mailings notifying the public of informational meetings. The CONSULTANT shall assist the CITY with materials for the mailings.
- b) The CONSULTANT shall provide notices and press releases for CITY use.

A.7 Surveys

- A. The CONSULTANT shall survey Lacy Road from Glen Brook Way to 100 feet west of Haight Farm Road. Survey shall be 120' wide centered on the road except for buildings, paved surfaces, curb and sidewalk within 200' of the existing centerline. Survey shall extend 500' north and south of the Fahey Glen intersection.
- B. The CONSULTANT shall temporarily mark existing right-of-way for coordination with affected utilities and property owners one (1) time at

the approximate property line locations on the determined existing right-of-way line.

- C. The CONSULTANT shall locate the necessary section corners for the right-of-way plat. It is estimated that eight (8) section corners need to be located and established and tied to county coordinates.
- D. The surveys shall also provide information necessary for the preparation of plats and acquisition of rights of way and property.
- E. Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.
- F. Surveys shall be referenced to the Wisconsin County Reference System – Dane County NAD 83 (2011) Horizontal and USGS NAVD 88 (Geoid 12A) Vertical.
- G. The CONSULTANT shall establish horizontal and vertical control throughout project limits using the WisCORS GPS Control network and differential leveling. Control stations shall be monumented and tied to the project datum by coordinates.
- H. The CONSULTANT shall survey utility facilities and topographic points including existing iron right-of-way pipes necessary for the preparation of the plat and plan.

The survey of private utilities is not part of this contract. If private utilities need to be surveyed, that work shall be considered “Extra Services”.

The CONSULTANT shall collect topographic data for the following:

- a) Utilities including:
  - Inverts of sanitary and storm manholes, catch basins and outfalls.
  - Utility poles, guy wires, pedestals, overhead wires, hydrants, water boxes and valves, gas valves, signal poles, signal bases, pull boxes, electrical cabinets, light poles, monitoring wells and transformers.
  - Drainage structures
  - Stream bed and hydrological features
- b) Topographic features and DTM to include:

- Features such as curbs, walks, pavement edges, buildings & improvements
- Ground shots, ditch lines, concrete and/or gravel
- Marsh, waterways or bodies of water, and/or wetlands
- Cross drains and culverts (size, type, and invert)
- Retaining walls – top, bottom and width
- Tree lines, individual trees with a 3-inch diameter or larger
- Buildings – stoops/steps, threshold elevations, planters
- Driveways and material
- Flag poles and display lighting
- Guard rails and hand rails
- Railroad installations
- Highway signage

- I. The CONSULTANT shall provide to the CITY, survey notes, raw and coordinate data in digital format.

#### A.8 Road Plans

- A. The CONSULTANT shall prepare Road Plans for the PROJECT. Road Plans shall include the preparation of street reconstruction of Lacy Road from the Fitchburg Community Center to the roundabout east of S. Syene Road. Sidewalks and/or a multi-use path will be constructed along the entire corridor.
- B. Road Plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to the layout and construction of the prescribed work. Road Plans generally consist of the following:
  - (a) Title Sheet
  - (b) Project Overview
  - (c) Typical Cross Sections and General Notes
  - (d) Special Details
  - (e) List of Standard Detail Drawings
  - (f) Plan Details
  - (g) Erosion Control Plans
  - (h) Storm Sewer Plans
  - (i) Storm Water Management Plans
  - (j) Signing Plans
  - (k) Lighting Plans
  - (l) Pavement Marking Plans
  - (m) Traffic Control Plans
  - (n) Detour plans
  - (o) Alignment Diagram and Control
  - (p) Miscellaneous Quantities
  - (q) Plat
  - (r) Plan and Profile Sheets

- (s) Computer Earthwork Data and Mass Diagrams
- (t) Cross Sections

- C. Road Plans shall be designed in accordance with the current practices of the DEPARTMENT and in accordance with the principles, standards, and practices adopted by the DEPARTMENT for manual and computer aided design of highway plans, as specified in the MANUAL and shall be developed in accordance to, or be coordinated with the latest edition of the STANDARD SPECIFICATIONS for HIGHWAY and STRUCTURE CONSTRUCTION, of the DEPARTMENT, hereinafter referred to as STANDARD SPECIFICATIONS.
- D. The CONSULTANT shall provide to the CITY, in AutoCad format, electronic files produced for the plan sets and right of way plats by the CONSULTANT. AutoCad files shall adhere to the National CAD standard for layer names.
- E. In preparation of Road Plans, the CONSULTANT shall prepare and furnish to the DEPARTMENT specifications for construction work included in the plans which are not covered by the STANDARD SPECIFICATIONS of the DEPARTMENT, and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
- F. It is anticipated that the Plan & Profile Sheets will be developed to a 1"=40' scale on a reduced size plan (11" x 17"). The length of the project is not anticipated to exceed 7,300 feet. Cross Sections will be at every 50 feet and at driveways, at an even scale.
- G. It is anticipated that Lacy Road will be closed during construction. The CONSULTANT shall prepare Detour Plans for Lacy Road. Improvements that may be needed along the detour route to accommodate traffic are not known at this time and are considered "Extra Services".
- H. Preliminary Construction Staging Concepts shall be prepared by the CONSULTANT and are anticipated to include two (2) construction stages defining local access. Construction staging which results in additional major stages may constitute "Extra Services".
- I. The PROJECT roadway plans are not anticipated to include the development of streetscaping improvements. Plans for such improvements are considered "Extra Services".

- J. The CONSULTANT shall prepare plans for roadway lighting. Electrical engineering and lighting design services shall consist of the following:
- a) Demolition plans showing removal of the existing fixtures.
  - b) Coordination with local utilities for power extension route and available circuitry (service panelboard/lighting control based on current CITY standards).
  - c) New luminaire selection based on the CITY's current standards.
  - d) New street lighting design and layout based on the current CITY ordinances for the CITY (pole spacing, pole type, pole base details, fixture types, recommended foot candles min levels and min/max ratio).
  - e) Photometric point-by-point plans with statistics (max.min uniformity ratio for linear runs and intersections).
  - f) Development of the electrical and lighting plans, schedules and associated detail plans for CITY review.
  - g) Development of lighting specifications.
- K. Changes to prepared designs or plans caused by later revisions in the MANUAL shall be considered "Extra Services".

#### A.9 Stormwater Management

- A. Phase 1 – 30% Concept Development. The CONSULTANT shall:
- a) Coordinate with the CITY on stormwater management performance standards required by Chapter 30, Article II of Fitchburg's Municipal Code (<http://www.fitchburgwi.gov/DocumentCenter/View/7796>).
    - 1. 80% TSS reduction
    - 2. Peak Flow control for new impervious surfaces > 20,000 aggregate for the project
    - 3. Infiltration
  - b) Investigate locations for possible stormwater treatment. Incorporate stormwater treatment into the conceptual road cross sections as space allows in the right-of-way.
  - c) Prepare a map of stormwater management device location options.
  - d) Attend a meeting with the CITY to present and discuss conceptual level stormwater treatment options and gain feedback on CITY preferences.

- e) Prepare conceptual level stormwater treatment calculations for two options including one submittal to the CITY.
- f) Prepare a conceptual level layout of two stormwater options including one submittal to the CITY.
- g) Prepare a conceptual level cost estimate for two options.

B. Phase 2 – 60% Preliminary Design. The CONSULTANT shall:

- a) Provide recommended soil boring locations and depths to the CITY.
- b) Evaluate soil boring results.
- c) Perform storm water modeling for the project area to include:
  - 1. Peak flow for new impervious areas if > 20,000 square feet for the total project.
  - 2. Stormwater quality modeling to determine total suspended solids reduction as compared to no runoff management practices for the average annual rainfall. Modeling will be performed using WinSLAMM.
  - 3. Infiltration analysis through WinSLAMM or ReCARGA.
- d) Prepare a preliminary design layout of the selected stormwater treatment option.
- e) Prepare and submit a preliminary stormwater treatment summary spreadsheet for submittal to the CITY for review.
- f) Preliminary Cost Estimate of stormwater treatment

C. Phase 3 – 90% Final Design. The CONSULTANT shall:

- a) Finalize stormwater treatment calculations.
- b) Finalize stormwater management plan report.
- c) Prepare final plan sheet layout and detail sheets of stormwater management devices.
- d) Prepare special provisions for stormwater treatment areas.
- e) Final Cost Estimate of stormwater treatment.



- f) Prepare and submit erosion control and stormwater management permit applications to the CITY, including the final design plans and stormwater management plan report.

D. Services not included:

- a) Recharge calculations and summary
- b) Thermal reduction
- c) Contaminated soil

A.10 Storm Sewer Plans

A. The CONSULTANT shall prepare preliminary storm sewer plans in accordance with the MANUAL.

- a) The storm sewer design for Lacy Road between the Fitchburg Community Center and Glen Arbor Way will utilize the existing mainline.
- b) Checking capacity of existing storm sewer for Lacy Road between the Fitchburg Community Center and Glen Arbor Way is not proposed and would be considered "Extra Services".

B. Phase 1 – 30% Concept Development. The CONSULTANT shall:

- a) Coordinate with the CITY for location of storm sewer connections to existing storm sewers and proposed discharge locations.
- b) Prepare preliminary conceptual storm sewer mainline layout for a maximum of two layouts to identify conflicts.

C. Phase 2 – 60% Preliminary Design. The CONSULTANT shall:

- a) Prepare preliminary storm sewer mainline layout.
- b) Perform storm sewer mainline capacity analysis to identify potential design conflicts including one submittal to the CITY.
- c) Coordinate preliminary storm sewer mainline layout with stormwater management.

D. Phase 3 – 90% Final Design. The CONSULTANT shall:

- a) Layout final storm sewer

- b) Delineate sub-basins for the hydrologic modeling for the storm sewer design sizing.
- c) Prepare storm sewer plans in accordance with the MANUAL. It is anticipated that trunk line storm sewers must be designed for the entire length of the project.
- d) The storm sewer plan submittals shall include final plans and the model of the sewer system.
- e) Complete DEPARTMENT required drainage spreadsheets.
- f) Coordinate storm sewer layout with stormwater management.

A.11 Sanitary Sewer and Watermain Plans

- A. Phase 1 – 30% Concept Development. The CONSULTANT shall:
  - a) Coordinate with the CITY for location of sanitary sewer connections to existing sewers.
  - b) Prepare preliminary conceptual sanitary sewer and watermain layout.
- B. Phase 2 – 60% Preliminary Design. The CONSULTANT shall:
  - a) Prepare preliminary sanitary sewer mainline layout to include a section from Fahey Glen extending approximately 1,250 lineal feet west and a 200 lineal foot section east of Jones Farm Drive.
  - b) Prepare preliminary watermain mainline layout to include 200 lineal feet east of Jones Farm Drive, 2,400 lineal feet west of Fahey Glen and 317 lineal feet of private main on City Hall property.
  - c) Identify potential conflicts with existing or proposed utilities.
  - d) Identify special provision sections related to the sanitary sewer and watermain.
- C. Phase 3 – 90%/Final Design, The CONSULTANT shall:
  - a) Prepare final sanitary sewer and watermain plans.

- b) Prepare sanitary sewer and watermain special provision sections to comply with City of Fitchburg standard specifications.

#### A.12 Structure Plans

- A. In the design and development of the Structure Plans, retaining walls will be provided at one (1) location to retain the road side slopes. The CONSULTANT shall evaluate up to four (4) retaining wall types, including post and panel, sheet pile, cast-in-place reinforced concrete and Mechanically Stabilized Earth (MSE). A Retaining Wall Survey Report, which includes a discussion of considerations for the preferred wall type, shall be prepared by the CONSULTANT in accordance with the procedures set forth in the MANUAL. The completed preliminary plan shall show the structure plan, elevation, and typical cross section, and pertinent data shall appear on the first sheet(s). Four prints of this plan and the Retaining Wall Survey Report shall be submitted to the DEPARTMENT for review. The DEPARTMENT will review this preliminary plan and the Retaining Wall Survey Report and return one print to the CONSULTANT showing requested revisions, if any.
- B. This CONTRACT assumes that the preferred retaining wall type will be a Mechanically Stabilized Earth (MSE) retaining wall. The design of other wall types, including a reinforced concrete, post and panel or steel sheet piling is not anticipated and if required will be considered "Extra Services".

#### A.13 Meetings

- A. The CONSULTANT shall attend seventeen (17) monthly meetings with CITY staff to plan, review, and coordinate the PROJECT.
- B. The CONSULTANT shall attend or hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- C. The CONSULTANT shall attend three (3) meetings with the City of Fitchburg Common Council, Plan Commission, or Transportation and Transit Commission meetings to provide PROJECT updates.
- D. The CONSULTANT shall attend one (1) meeting to develop the Transportation Management Plan.
- E. The CONSULTANT shall attend one (1) meeting to review the 60% Preliminary Plan.

- F. The CONSULTANT shall attend one (1) meeting to review the 90% Plan.
- G. The CONSULTANT shall attend the pre-construction conference as scheduled by the DEPARTMENT.
- H. The CONSULTANT shall attend three (3) plat meetings with affected property owners to discuss acquisition.
- I. The CONSULTANT shall attend two (2) meetings with affected individual property owners to discuss project impacts.
- J. The CONSULTANT shall attend up to two (2) meetings to review and coordinate the PROJECT with local interest groups prior to scheduled public information meetings.

A.14 Plans, Specifications, & Estimates (P.S. & E.)

- A. The CONSULTANT shall prepare a P.S. & E. as specified in the MANUAL.
- B. The CONSULTANT shall provide one set of final plans for each utility within the PROJECT limits prior to the P.S. & E. submittal date.
- C. The CONSULTANT shall provide data necessary for the preparation of plats and acquisition of rights of way and property, including existing and proposed right-of-way chains and points to be staked. The format of the file containing right-of-way monumentation information shall be in accordance with the standards outlined in the MANUAL.
- D. The CONSULTANT shall submit the Plan Letter, Sample Proposal with the Highway Work Proposal and Special Provisions, Recommendation to Governor for Contract and Bond Approval Form, Utility Status Report, Certificate of Right of Way, Contract Time for Construction, News Release, Notes to Construction, and the Wetland Impact Tracking Form portion of the P.S. & E. electronically as specific in the MANUAL.

A.15 Transportation Project Plats

- A. The CONSULTANT shall prepare the Transportation Project Plat for the PROJECT in accordance with Wisconsin Statute 84.095, Facilities Development Manual (FDM) Chapter 9 - Surveying, FDM Chapter 12 – Right-of-Way Plats, FDM Chapter 15 – Plan Preparation, and the WisDOT guide to Utility Coordination, as provided by the DEPARTMENT.

- a) Prior to the start of the Transportation Project Plat, the CONSULTANT shall set up a meeting with the Right-of-Way Plat Unit to review the special provisions and FDM procedures.
- b) Each Transportation Project Plat sheet shall show coordinates on section corners and on main line and side road survey line/reference line PI's.
- c) All coordinate information shall be referenced to the Wisconsin County Reference System – Dane County NAD 83 (2011) Horizontal and USGS NAVD 88 (Geoid 12A) Vertical.
- d) The CONSULTANT shall provide the DEPARTMENT with a hard copy report and an electronic file, in AASHTO SDMS version 3.4 control file format (\*.CTL), of the Right-of-Way points and PI's using no duplicated numbers.
- e) The CONSULTANT shall provide the DEPARTMENT with a hard copy report describing elements within alignment chains; and an electronic file, in AASHTO SDMS version 3.4 PI defined alignment file format (\*.ALI), for alignment chains.
- f) New Right-of-Way monumented points shall be shown with size and kind noted (e.g., 1" I.P.) as per FDM Chapter 12 guidelines.
- g) Recovered monuments shall be shown with size and kind noted as per FDM Chapter 12 guidelines.
- h) Existing access control or access covenants from previous WisDOT projects, CSM's, or Subdivisions, as provided by the DEPARTMENT or that appear in a title report, shall be shown or noted on the plat.
- i) Existing property lines along with CSM's, Subdivisions, Assessor Plats, County Plats, and Condominium Plats shall be noted on the plat.
- j) A note or table shall be assigned to every Transportation Project Plat to include the historical basis for dimensioning the existing highway right-of-way, to also include intersecting roads.
- k) Whenever the mainline reference line crosses a section line, the bearing and distance along the section line shall be

shown to the adjacent quarter corner or section corner. The type and coordinates of the section corner shall be noted on the plat.

- l) The CONSULTANT shall provide the DEPARTMENT with a Cogo Printout of the exterior boundaries of the right-of-way, which specifies closure of the traverse. The CONSULTANT shall bear sole responsibility for closure of the traverse shown on each recorded plat.
- m) Upon final approval by the Region, the CONSULTANT shall submit a final full size, 22" x 30", reproducible copy of the plat on bond paper, along with an electronic file in accordance with the standards outlined in the FDM on a read only CD to the DEPARTMENT.

B. Title Searches/Updates

The CONSULTANT shall obtain Title Searches, Title Updates, or Commitments necessary to determine property lines and current ownerships for the PROJECT. It is estimated that forty-five (45) Title Searches are required. The CONSULTANT shall contract with a title company to prepare the Title Searches, Title Updates, or Commitments in accordance with the DEPARTMENT'S approved list of title companies. The CONSULTANT shall provide a copy of the Title Searches, Title Updates, or Commitments to the DEPARTMENT, upon request.

- C. Right-of-Way Descriptions shall be provided for individual parcels of land and interests to be acquired as Right-of-Way for the PROJECT. Descriptions shall be in accordance with the provisions set forth in Wisconsin Statute 84.095 (7) and Chapter 12 of the Facilities Development Manual.
- D. The CONSULTANT shall prepare the descriptions using Microsoft Word, 7.0 software or software compatible with the DEPARTMENT, and provide a copy of the Descriptions, excluding the recording information, in hard copy and also in an electronic format to the DEPARTMENT. Prior to writing any Descriptions, the CONSULTANT shall contact the REGION Real Estate Unit for current formatting instructions.
- E. The CONSULTANT shall provide, upon request, one (1) survey effort to field locate and temporarily mark the new right-of-way boundaries including temporary and permanent easements in a manner which will facilitate the appraisal of affected parcels and relocation of affected utilities. Staking activities shall be coordinated with the Region Real Estate Section to provide at least two weeks

lead time for the DEPARTMENT or CITY to send letters to property owners.

- F. The CONSULTANT shall monument the new Right-of-Way points, as depicted on the Transportation Project Plat, prior to construction.
- G. The CONSULTANT shall be responsible for revisions to the Transportation Project Plat and Right-of-Way Descriptions, until the Transportation Project Plat is recorded with the County Register of Deeds Office, unless specifically excluded by the contract. Amendments or revisions to the recorded Transportation Project Plat shall be made in accordance with Wisconsin Statute 84.095, and the Transportation Project Plat Guidelines, as provided by the DEPARTMENT.
- H. The CONSULTANT shall forward the Transportation Project Plat to the DEPARTMENT and CITY for review and approval. The DEPARTMENT or CITY will be responsible for the recording of Transportation Project Plats.

#### A.16 Traffic

- A. Transportation Management Plan (TMP)
  - a) The CONSULTANT shall prepare the required level Transportation Management Plan (TMP), which shall not exceed a Type 3 TMP. The TMP shall include traffic operations analysis to minimize traffic delay.
  - b) The CONSULTANT shall coordinate with the following interests during development of the TMP:
    - 1. Fitchburg Police Department
    - 2. Dane County Sheriff
    - 3. City of Fitchburg Fire Department
    - 4. Emergency Medical Services
    - 5. Metro Transit
    - 6. U.S. Postal Service
  - c) A staged traffic control plan will be required for the PROJECT. Work zone analysis shall include:
    - 1. Traffic Control Plan (TCP)
    - 2. Public Information and Outreach Plan (PIOP)
    - 3. Transportation Operations Plan (TOP)
    - 4. Incident Management Plan (IMP)
  - d) The CONSULTANT shall prepare a preliminary and a final TMP and incorporate the comments from one (1) review meeting.

B. Traffic Projections

Based on traffic forecasts provided by the CITY for the construction year and the design year, the CONSULTANT shall project the traffic data collected by the CITY to the construction year and design year for the following intersections:

1. Mica Road
2. Fahey Glen
3. Sunflower Drive
4. S. Syene Road

C. Signal Warrant Analysis

A traffic signal warrant analysis shall be performed for the Lacy Road intersection with S. Syene Road. Using the existing turning counts provided by the CITY, a signal warrant analysis shall be completed per the Manual on Uniform Traffic Control Devices (MUTCD) for the intersection.

D. Intersection Traffic Analysis

Intersection analysis shall be performed at the Mica Road and Sunflower Drive intersections. These analyses shall employ the HCS 2010 software package to determine the turn lane configurations.

E. Intersection Control Evaluation (ICE)

The CONSULTANT shall prepare ICE reports as outlined in the MANUAL for the following intersections:

a) Lacy Road and Fahey Glen

The CONSULTANT shall prepare preliminary concept intersection designs at the intersection of Lacy Road with Fahey Glen. The CONSULTANT shall prepare a sign control alternative and a roundabout alternative.

b) Lacy Road and S. Syene Road

The CONSULTANT shall prepare preliminary concept intersection designs at the intersection of Lacy Road with S. Syene Road. The CONSULTANT shall prepare a sign control alternative and a signalized alternative.

A.17 "If Authorized" through written notice to proceed:



A. Historic Determination of Eligibility

- a) The CONSULTANT shall conduct further study(ies), as specified in the MANUAL, to document the eligibility of site(s) for inclusion in the National Register of Historic Places.
- b) The CONSULTANT shall prepare one (1) Determination of Eligibility for a property that is recommended for consideration as eligible for inclusion in the National Register of Historic Places. Additional Determinations of Eligibility will be considered "Extra Services". The CONSULTANT preparing a Determination of Eligibility for a historic property shall prepare a Determination of Eligibility Form. The CONSULTANT preparing a Determination of Eligibility for archaeological sites may use the National Register Form NPS 10-900 or Form HP-02-10.
- c) If historic properties are identified, the CONSULTANT shall prepare documentation for Determination of No Adverse Effect. The CONSULTANT shall prepare the documentation in consultation in accordance with the MANUAL and in consultation with the FHWA, State Historic Preservation Office (SHPO), and DEPARTMENT. When appropriate, Native Americans will also be included in the consultation process. For Archaeological properties the CONSULTANT shall prepare a Data Recovery Plan as part of the Documentation for Consultation.
- d) If adverse effect cannot be avoided, the CONSULTANT shall prepare Documentation for Consultation and a Memorandum of Agreement. This is considered "Extra Services".

B. Public Involvement

The CONSULTANT shall prepare an online visual preference survey to evaluate design details for the PROJECT as determined by the CITY. The CONSULTANT shall provide a summary report of the results of the survey.

C. Roundabout Design

The CONSULTANT shall prepare roundabout design plans for the Lacy Road intersection with Fahey Glen. The roundabout is anticipated to be a single lane design. The roundabout design will be prepared as outlined in the MANUAL.

D. Traffic Signal Design

The CONSULTANT shall prepare Traffic Signal Plans for the Lacy Road intersection with S. Syene Road. Timing calculations for the railroad advance warning system, and a railroad preemption timeline shall be completed and submitted to the DEPARTMENT. Battery back-up shall be designed at the signal controller and an interconnect cable shall run from the signal controller to the railroad controller. Coordination shall be maintained with the DEPARTMENT throughout the design process for the signal preemption.

#### A.18 Prosecution and Progress

The following items of work will be completed and submitted to the CITY or DEPARTMENT by the indicated dates, if CONSULTANT has received the Notice to Proceed by June 10, 2015.

<b>Report Title</b>	<b>Date</b>
Pavement Design Report	August 28, 2015
Intersection Control Evaluation	September 4, 2015
Typical Section Determination (provided by CITY)	September 8, 2015
Traffic Management Plan	November 27, 2015
Slope Intercepts & Preliminary Plat	December 18, 2015
Environmental Document	January 8, 2016
Design Study Report	January 29, 2016
Preliminary Road Plan	January 29, 2016
Right-Of-Way Plat(s)	February 26, 2016
Right-Of-Way Descriptions	February 26, 2016
Final Road Plans	August 1, 2016
Final P.S. & E.	August 1, 2016

#### A.19 Services Provided by the CITY

The CITY will provide to the CONSULTANT the following for the PROJECT:

- A. As-built plans
- B. Existing right-of-way plats and drawings, as may be available
- C. Horizontal and vertical control survey data
- D. List of know utilities
- E. Available traffic data including recent traffic counts
- F. Authorization to retrieve Fly Dane data
- G. Investigations of subsurface soil conditions for pavement design, retaining wall design, and stormwater treatment areas
- H. Recommendations concerning external stability for proposed retaining walls from the subsurface investigation
- I. Provide review of the conceptual stormwater phase options and make recommendation of preferred option
- J. Provide review of the preliminary stormwater design

- K. Provide intermediary feedback on stormwater management as needed
- L. Provide information on vacant land availability for stormwater treatment areas
- M. Provide double ring infiltrometer testing as needed
- N. Provide Public Works, environmental review of the final stormwater management layout
- O. Provide location and size of proposed sanitary sewer and watermain
- P. Provide information on where new sanitary and water laterals are required and the required size
- Q. Provide locations of existing sanitary and watermain laterals to show on plans
- R. Provide as-built information, GIS data and other pertinent information for the sanitary sewer and watermain design and connections
- S. Provide information on City standards
- T. Prepare and submit sanitary sewer extension permit to Wisconsin DNR
- U. Prepare and submit watermain extension permit to Wisconsin DNR. Prepare capacity calculations required for the permit submittal
- V. Provide intermediary feedback on storm sewer layout as needed
- W. Provide existing storm sewer capacity to the west including the storm sewer basin, if available
- X. Marking existing property corners
- Y. Right-of-way acquisition

#### A.20 Service Elements Not Included

The following services are not included under the scope of this Agreement:

- A. Noise Analysis.
- B. Air Quality
- C. Staged earthwork plans
- D. Indirect and Cumulative Effects
- E. Public involvement meeting notice mailings
- F. Soils and Subsurface investigations
- G. Traffic counts
- H. Review of sanitary sewer tape to determine existing conditions and locations of sanitary sewer laterals
- I. Modeling of existing watermain or proposed watermain for sizing or capacity
- J. Pedestrian level lighting

If such services are required, they shall be provided by an amendment to this Agreement or through a separate Agreement with the OWNER.

#### A.21 Extension of Services

This Agreement may be extended for additional services upon authorization by the OWNER. Extension of consulting services shall be provided on an hourly basis plus expenses. Hourly services shall be provided on the basis of time actually spent in performance of the additional services

#### A.22 Completion of Services

No services under this Agreement shall commence unless authorized by the OWNER in writing. If authorization is received by June 10, 2015, it is expected that the Design Study Report will be completed on or about January 29, 2016, and the P.S. & E. shall be ready for a January 2017 letting. This Agreement shall terminate by May 1, 2017 unless otherwise amended.

### **2. Compensation, Billing and Payment**

#### 2.1 Compensation

Compensation for the services set forth in Sections A. 1 and A. 2 will be on an hourly basis in accordance with ENGINEER'S hourly rates attached as Exhibit B. The ENGINEER will bill the OWNER monthly for the service provided. The bill will provide a breakdown of services rendered according to the ENGINEER'S labor classifications shown on Exhibit B. The total compensation for these services, including fees and expenses, shall be a sum not to exceed \$655,017.78.

Compensation for the "If Authorized" services set forth in Section A.17 will be on an hourly basis in accordance with the ENGINEER'S hourly rates through written notice to proceed. The compensation for these services, including fees and expenses, shall not exceed these values:

A.17.A	Historic Determination of Eligibility	\$6,972.70
A.17.B	Public Involvement – Online Survey	\$3,191.10
A.17.C	Roundabout Design – Fahey Glen	\$8,586.17
A.17.D	Traffic Signal Design – S. Syene Road	\$15,865.24

#### 2.2 Billing and Payment

##### 2.2.1 Timing/Format/Acceptance

ENGINEER will bill the OWNER monthly, with net payment due in 60 days. Unless OWNER provides ENGINEER with a written statement of any objections to the invoice within 30 days of receipt, OWNER shall be deemed to accept the invoice as submitted, provided, however, acceptance of the invoice shall not constitute OWNER's acceptance of

improper, faulty, or defective work, shall not release ENGINEER of any of its obligations under this Agreement, and shall not constitute a waiver of any rights or provisions hereof by OWNER.

#### 2.2.2 Late Payments

Past due balances shall be subject to a service charge at the rate of 1 % (one percent) per month. Any amount that the OWNER has objected to shall not be considered due or past due until the objection has been resolved.

#### 2.2.3 Delay/Adjustment

If services continue beyond estimates established herein, other compensation elements may be adjusted to reflect conditions existing at the time of provision of such extended services.

#### 2.2.4 Billing Records

ENGINEER maintains accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice. OWNER requests for copies of original source documents will be billed as additional services at the rates in effect at the time of the request.

#### 2.2.5 Sales/Use Taxes

Any sale or use taxes imposed upon provision of professional services under this Agreement and in effect on the date of the invoice shall be in addition to the total compensation, and will be added to the invoice amount and billed to the OWNER.

#### 2.2.6 Expenses

Expenses incurred on the PROJECT such as travel, computer, printing and telephone shall be considered incidental to the contract.

### **3. Standard Terms and Conditions**

#### **3.1 Standard Of Care**

Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the profession at the time and within the locality where the services are performed. ENGINEER agrees to indemnify and hold OWNER harmless from all damages, claims, and liability, including attorney's fees arising directly from ENGINEER'S failure to perform in accordance with such standard of care.

### 3.2 Change of Scope

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by OWNER. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the PROJECT progresses, facts discovered, including discovery of unanticipated hazardous materials, may indicate that scope should be re-evaluated. ENGINEER will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in PROJECT assumptions, the parties shall renegotiate this Agreement as necessary.

### 3.3 Safety

ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically set forth in this Agreement. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees, except any injuries arising from ENGINEER negligence.

### 3.4 Construction Review

For projects involving construction, OWNER acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required and that performance of construction related services by the design professional permits errors or omissions to be identified and corrected at comparatively low costs. OWNER agrees to hold ENGINEER harmless from any claims resulting from performance of construction related services by persons other than ENGINEER, except for claims directly caused by, or attributable to, ENGINEER, its employees, or agents.

### 3.5 Delays

If events beyond the control of ENGINEER, including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency other than OWNER, result in delays to the schedule established in this Agreement; such schedule and, if necessary, the compensation established in this Agreement shall be amended to the extent necessary to compensate for such delay.

### 3.6 Termination for Cause

3.6.1 The OWNER may terminate this Agreement effective seven days after sending written notice to the ENGINEER upon the happening of the following events:

3.6.1.1 The ENGINEER fails to deliver any reports, drawings, or designs in final form reasonably acceptable to the OWNER by the schedule set forth in 1.1.5 of this agreement.

3.6.1.2 The ENGINEER fails to perform any services required by this Agreement in a timely and professional manner or fails reasonably to cooperate with the OWNER.

3.6.2 The ENGINEER may terminate this Agreement effective seven days after sending written notice to the OWNER if the OWNER materially interferes with the performance of this Agreement by the ENGINEER.

### 3.7 Termination for Convenience

- a. OWNER may terminate this Agreement in whole or in part, at any time by written notice to ENGINEER, whether or not ENGINEER is in default. Such termination for convenience shall be effective at the time and in the manner specified in OWNER's written notice to ENGINEER.
- b. Upon receipt of written notice from the OWNER of such termination for the OWNER's convenience, the ENGINEER shall:
  - Cease work as directed by the OWNER in the notice;
  - Take actions necessary, or that the OWNER may direct, to preserve work performed to date; and
  - Terminate all existing consultancy agreements or purchase orders.
- c. Upon such termination for convenience, the ENGINEER shall be entitled to receive payment for work executed, and reasonable costs, as mutually agreed between OWNER and ENGINEER, incurred by ENGINEER due to such termination, but in no event including loss of anticipated profits for work not performed.

### 3.8 Suspension

In the event either party defaults in its obligations under this Agreement (including OWNER'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice to the other party, suspend performance under this Agreement. Such written notice must state the party's intention to suspend performance under the Agreement if cure of such default is not commenced within such time limit contained in the written notice.

### 3.9 Insurance

ENGINEER shall maintain the following minimum insurance coverage/limits:  
Comprehensive General Liability: \$1,000,000 occurrence/ \$2,000,000 aggregate

Automobile Liability	\$1,000,000 occurrence/ aggregate
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Worker's Compensation /Employers Liability	Statutory
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Excess Liability	\$7,000,000 occurrence/ aggregate
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Professional Liability	\$5,000,000 occurrence/ aggregate
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### 3.10 Hold Harmless And Indemnification

The ENGINEER acknowledges and agrees that liability for both bodily injury, disability and/or death of ENGINEER'S employees or any other person, or for damages to property caused in any way by the operations of the ENGINEER under this agreement shall be assumed by the ENGINEER, and the ENGINEER shall indemnify and hold OWNER harmless against all claims, actions, proceedings, direct damages and liabilities, including reasonable attorney's fees, arising from or connected with the ENGINEER'S activities in connection with the services provided to the OWNER, including but not limited to, any acts, errors or omissions of the ENGINEER, its employees, agents, representatives and any other person doing business with the ENGINEER in connection with this agreement. However, in no event and under no circumstances shall the ENGINEER be liable to the OWNER for consequential, incidental, indirect, special, or punitive damages as incurred by OWNER due to OWNER'S direct acts and omissions. This section is not to be in conflict with Section 893.80 (4), Wis. Stats.

### 3.11 Liability For Toxic/Hazardous Materials

OWNER agrees that the overall liability for the actual, alleged, or threatened discharge, dispersal, release, or escape of toxic hazardous or asbestos material and the responsibility for ownership and maintenance of such materials relating to the PROJECT, shall remain with OWNER, except for any damages, claims, and liability arising directly from ENGINEER negligence or intentional acts.

### 3.12 Access

OWNER shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the services under this Agreement.

### 3.13 Reuse of Documents

Reuse of any documents pertaining to this PROJECT by the OWNER on extensions of this PROJECT or on any other PROJECT shall be at the OWNER'S risk. The OWNER agrees to defend, indemnify, and hold harmless



ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such reuse of the documents by the OWNER or by others acting through the OWNER, except for any damages, claims, and liability arising directly from ENGINEER negligence.

#### 3.14 Amendment

This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

#### 3.15 Assignment

Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party.

#### 3.16 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes all prior discussions, understandings or agreements between the parties with respect to such matters.

#### 3.17 No Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

#### 3.18 No Third-Party Beneficiary

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including OWNER'S contractors, if any.

#### 3.19 Severability

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

#### 3.20 Authority

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

#### 3.21 Notices

Any notice required hereunder shall be sent to the business address designated on the signature page of this Agreement and shall be deemed served if sent by registered or certified mail or hand-delivered to an officer or authorized representative of the party to whom the notice is directed.

### 3.22 Opinions of Construction Cost

Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the OWNER only. Since ENGINEER has no control over Contractor's costs of labor or materials, or competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

### 3.23 Relations with Contractors

The ENGINEER shall serve as OWNER'S professional representative for the services defined in this Agreement, and may make recommendations to OWNER concerning actions relating to OWNER'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, safety programs, sequences, or procedures of construction selected by OWNER'S contractors.

### 3.24 Laws to be Observed

The ENGINEER shall at all times observe and comply with all Federal and State Laws and administrative rules, local laws, ordinances, and regulations which in any manner affect the conduct of the PROJECT, and all orders or decrees, as exist at the present time or which may be enacted within the time frame of this agreement of bodies or tribunals having jurisdiction or authority over the PROJECT.

### 3.25 Affirmative Action

The ENGINEER agrees that qualified small and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of DOT aid-assisted contracts and subcontracts. In connection with the performance of services under this agreement, the ENGINEER agrees not to discriminate against any employee or applicant for employment because of age, race, creed, color, religion, handicap, sex, physical condition, marital status, national origin, ancestry, sexual orientation, developmental disability as defined in section 111.01(5), Wis. Stats., arrest record, conviction record, or membership in the National Guard, state defense force, or any other reserve component of the military forces of the United States or the State. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The ENGINEER agrees to post in a conspicuous place available for employees and

applicants for employment notices to be provided by the ENGINEER setting forth the provisions of this non-discrimination clause.

### 3.26 Professional Services

The ENGINEER intends to serve as the OWNER'S professional representative for those services as defined in this Agreement and to provide advice and consultation to the OWNER as a professional. Any opinions of probable PROJECT costs, approvals, and other decisions made by the ENGINEER for the OWNER are rendered on the basis of experience and qualifications and present the ENGINEER'S professional judgment.

The ENGINEER acknowledges and agrees that it is an independent contractor of the City, that its business is independently owned and operated, that nothing in this contract shall be interpreted to cause or result in, directly or indirectly, any principal/agent or employer/employee relationship between the ENGINEER and the City, and that nothing in this agreement shall in any way whatsoever be construed as an agreement of partnership, general or limited, joint venture, or as an agency relationship, between the City and the ENGINEER. The ENGINEER agrees not to represent or advertise in any way that its relationship with the City is other than as provided in this paragraph.

### 3.27 Disputes

- a. OWNER and ENGINEER agree to initially attempt mediation regarding any dispute arising between OWNER and ENGINEER under this Agreement. Such proceedings shall be held in Fitchburg, Wisconsin. At OWNER's option, any such mediation will be consolidated with related dispute resolution proceedings involving OWNER, ENGINEER, or any other party. Sole jurisdiction for all proceedings shall be Dane County Wisconsin.
- b. Nothing contained in the aforementioned paragraph shall be construed to relieve ENGINEER of any obligations it may have under Section 893.80, Wis. Stats.

IN WITNESS WHEREOF the parties hereby have made and executed this Agreement.

ENGINEER:

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Date

OWNER:

BY: \_\_\_\_\_

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_

\_\_\_\_\_ Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_ Date

Provision has been made to pay the liability that will accrue with this agreement.

\_\_\_\_\_  
City's Financial Officer

\_\_\_\_\_ Date

Phase One Archaeological Services Inc.  
5618 Hempstead Road Madison Wisconsin 53711  
Phone: 608-334-1828  
Email: phaseonearchaeology@gmail.com

May 19, 2015

Ms. Shannon Dolan  
Mead & Hunt, Inc.  
2440 Demming Way  
Middleton, WI 53562

Subject: Phase I Archaeological Survey for Lacy Road, City of Fitchburg, Dane County

Dear Ms. Dolan:

Phase One Archaeological Services, Inc. is pleased to offer the attached cost estimate for the above referenced project. We are able to do the work in the Summer of 2015 on your notice to proceed. The cost estimate for the proposed Phase I archaeological investigation for the subject project is \$5,000.

If you have any questions or require additional information, please contact me.

Sincerely,

*John G. Hodgson*

**John Hodgson**  
**President and Senior Principal Investigator**  
**Phase One Archaeological Services Inc.**

## EXHIBIT B

### CONSULTANT DIRECT LABOR RATES

Mead&Hunt

PROJECT ID: Lacy Road Reconstruction

Employee Name	Classification	Weighted Average Hourly Rate
Average - Selected Individuals	Principal	\$192.23
Average - Selected Individuals	Project Manager	\$150.21
Average - Selected Individuals	Senior Engineer	\$143.01
Average - Selected Individuals	Engineer	\$99.53
Average - Selected Individuals	Technician II	\$105.65
Average - Selected Individuals	Technician I	\$79.08
Average - Selected Individuals	Administrative Assistant	\$69.19
Average - Selected Individuals	Surveyor	\$120.64

Contract Completion Date: May 1, 2017

Steve Arnold, Mayor  
Introduced By

Public Works  
Drafted By

Board of Public Works & Finance  
Committee

May 26, 2015  
Date

**RESOLUTION R-60-15**

**APPROVING CONTRACT WITH MEAD & HUNT  
FOR THE DESIGN OF LACY ROAD FROM THE COMMUNITY  
CENTER TO S. SYENE ROAD**

WHEREAS, the 2015 Capital Budget includes funding for design of Lacy Road from the Community Center east to S. Syene Road; and

WHEREAS, a Request for Proposals for Engineering Services for Lacy Road Reconstruction was prepared by Public Works; and

WHEREAS, seven firms submitted proposals that were reviewed by a panel consisting of the City Engineer, Environmental Project Engineer, Transportation Project Engineer, and City Planner; and

WHEREAS, Mead & Hunt was selected as the top firm based on their qualifications and experience with similar projects and their ability to meet the schedule constraints; and

WHEREAS, staff has negotiated a not to exceed fee of \$655,018 for the base design work outlined in the proposal and 4 separate "if authorized" costs which would be dependent on the outcome of public input and design analysis, and

WHEREAS, the total for the 4 "if authorized" items shall not exceed \$34,615, creating a potential total design fee of \$689,633.

NOW THEREFORE BE IT HEREBY RESOLVED, by the Fitchburg Common Council that it approves the contract with Mead & Hunt for the design of Lacy Road not to exceed the amount of \$655,018 for the base work, and \$34,615 for the "if authorized" portions of work.

Adopted by the Common council of the City of Fitchburg this \_\_\_\_ day of June, 2015

Approved By: \_\_\_\_\_  
Steve Arnold, Mayor

Approved By: \_\_\_\_\_  
Patti Anderson, City Clerk

# City of Fitchburg

## Committee or Commission Referral

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Direct Referral Initiated by:

Direct Referral Approved by:

Date Referred: **May 26, 2015**

Ordinance Number:

Date to Report Back: **June 9, 2015**

Resolution Number: **R-61-15**

Sponsored by: Mayor

Drafted by: Public Works

**TITLE:** Approving Revised Agreement with Wisconsin Department of Transportation for the Reconstruction of Verona Road from CTH PD North to Raymond Road

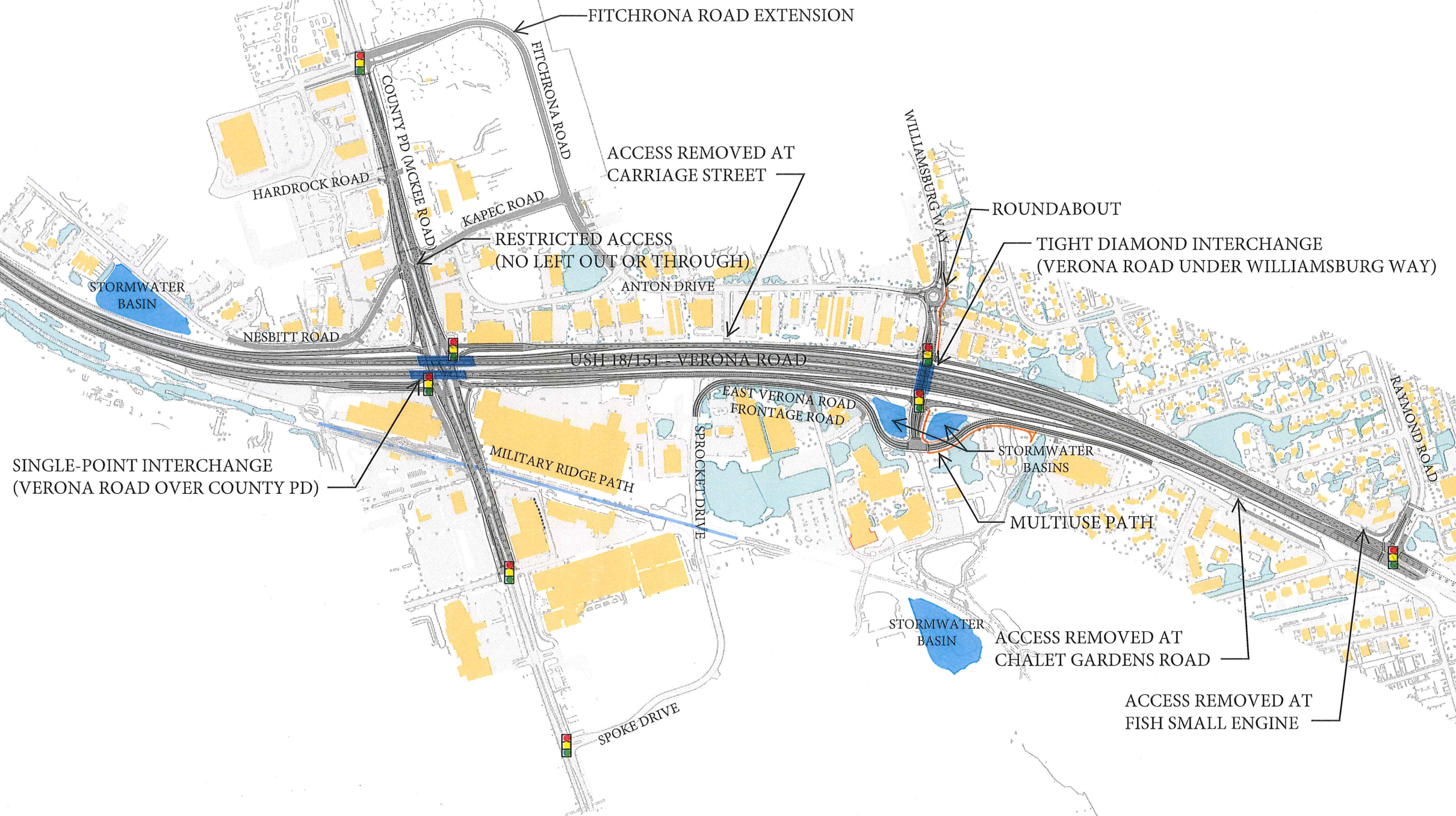
**Background:** The City, by resolution R-85-13, approved an agreement with WisDOT for the construction of the Military Ridge Path Overpass, various intersection improvements, and the Verona Road Reconstruction from CTH PD to Raymond Road. As design has continued, there have been some changes to the scope of work (addition of street lighting, utility compensability, storm basin maintenance) and the total project cost for Verona Road Reconstruction has increased. WisDOT will fund up to 1% of the project cost for Community Sensitive Solutions (CSS), so the increased construction cost allows the CSS funds to increase. The agreement has been updated to reflect those changes in scope and the increase in CSS funds.

The CIP includes funding for the sanitary sewer and water main work. However, the additional lighting costs for Fitchrona Road and the Verona Road Frontage Road have not been identified in the CIP up to this point. Staff will update the CIP to reflect these additional costs related to the project. It should also be noted that this updated agreement holds the City responsible for maintenance of 4 storm water ponds (see attached map). The city already maintains 1 of the 4 ponds (Nesbitt Road pond), but will be responsible for all 4 upon completion of the project.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	June 1, 2015	
2	Finance	Roach	June 9, 2015	
3				

Amendments:









**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET HIGHWAY  
PROJECT**

Date: 4/29/2015 (revised 8/14/2013 agreement)

I.D.s:1206-07-05/25/29/77/83/74/75

Road Name: Mount Horeb – Madison

Limits:1206-07-77: Raymond Rd–Seminole

Limits:1206-07-83: CTH PD Pedestrian Bridge

Limits:1206-07-05/25/74/75 and 1206-08-74/75:

CTH PD -Raymond Rd

Highway: USH 18

County: Dane

Roadway Length 1206-07-77: 0.0 miles

Roadway Length 1206-07-83: 0.0 miles

Roadway Length 1206-07-74 & -08-74/75:0.0 mi.

Roadway Length 1206-07-75:1.9 miles

The signatory city of Fitchburg, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** Verona Road (USHs 18/151) and the Madison Beltline(USHs 12/14/18/151) are urban highways that vary from 4 to 6 lanes.

**Proposed Improvement:**

Construction ID 1206-07-77 - Phase 1 of Stage 1 construction that includes the following work: Improve 8 local intersections to improve traffic diversion that is anticipated at the intersections; digital message boards of traffic handling on the beltline; storm water mains and detention ponds; noise walls and retaining walls; expand beltline to 3 westbound lanes between Whitney Way and Gammon Road; and other minor improvements.

Construction ID 1206-07-83 - New bike and pedestrian overpass over CTH PD.

Construction IDs 1206-07-74/75 - Reconstruct Verona Road from CTH PD to Raymond Road to freeway standards with new interchanges at CTH PD and at Williamsburg Way.

Construction IDs 1206-08-74/75 - Sanitary Sewer and Water facilities with projects 1206-07-74/75.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** The cost for an additional three bridge piers/spans for bridge B-13-666 on the south side of McKee Road, Military Ridge Trail under ID 1206-07-83. Municipal sanitary sewer and water facilities replacements were designed by the Municipality and will be constructed under individual sewer and water projects 1206-08-74 and 1206-08-75 that will be let with construction projects 1206-07-74 and 1206-07-75 respectively.

**TABLE 1: SUMMARY OF COSTS**

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: ID 1206-07-05 Plan Development	\$ 10,500,000	\$ 10,500,000	100%	\$0	0%
Real Estate : ID 1206-07-25 Acquisition & Delivery	\$8,099,700	\$8,099,700	100%	\$0	0%
Real Estate Acquisition: ID 1206-07-29 Acquisition	\$215,000	\$215,000	100%	\$0	0%
Construction: ID 1206-07-77 Participating	\$19,088,000	\$19,088,000	100%	\$0	0%
Non-Participating	\$0	\$0		\$0	100%
Construction: ID 1206-07-83 Participating	\$3,061,574	\$3,061,574	100%	\$0	0%
# Community Sensitive Solution	\$418,436	\$418,436	100%	\$0	
Non-Participating	\$82,750	\$0	0%	\$82,750	lump sum
Construction: ID 1206-07-74 Participating	\$19,430,000	\$19,430,000	100%	\$0	0%
New Lighting	\$207,580	\$103,790	50%	\$103,790	50%
* Community Sensitive Solution	\$70,000	\$70,000	*100%	\$0	*0%
Construction: ID 1206-07-75 Participating	\$46,318,000	\$46,318,000	100%	\$0	0%
New Lighting	\$85,600	\$42,800	50%	\$42,800	50%
** Community Sensitive Solution	\$484,000	\$484,000	**100%	\$0	**0%
Construction ID 1206-08-74(Sewer &Water) Sanitary Sewer and Water - Compensible	\$456,000	\$456,000	100%	\$0	0%
Sanitary Sewer and Water - NonCompensible	\$2,848,110	\$0	0%	\$2,848,110	100%
Construction ID 1206-08-75(Sewer &Water) Sanitary Sewer and Water - Compensible	\$24,000	\$24,000	100%	\$0	0%
Sanitary Sewer and Water - NonCompensible	\$149,920	\$0	0%	\$149,920	100%
<b>Total Cost Distribution</b>	<b>\$111,538,670</b>	<b>\$ 108,311,300</b>	<b>100%</b>	<b>\$ 3,227,370</b>	

**Notes:**

Construction projects 1206-07-77/83/74 &75 include 7% for engineering and contingences.

Construction projects 1206-08-74 &75 include 1% for construction administration costs.

# Federal/State participation is limited to a maximum of \$430,000 with cost in excess of this amount being the responsibility of the Municipality.

\* Federal/State participation is limited to a maximum of \$70,000 with cost in excess of this amount being the responsibility of the Municipality.

\*\* Federal/State participation is limited to a maximum of \$484,000 with cost in excess of this amount being the responsibility of the Municipality.

This request is subject to the terms and conditions that follow (pages [3] – [6]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the <b>City of Fitchburg</b> (please sign in blue ink)		
Name	Title	Date
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

### TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.



- (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Parking lane costs.
  - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
  - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction on local streets/roads. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
  - (h) Damages to abutting property due to change in street or sidewalk widths, grades or drainage to the Municipality's streets/roads.
  - (i) Conditioning, if required and maintenance of detour routes for the Municipality's streets/roads.
  - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement on the Municipality's streets/roads.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.

- (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
- (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of lighting systems and traffic signals within the jurisdiction and as where they have requested.
- (d) Prohibit angle parking.
- (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State if applicable.
- (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
- (g) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
- (h) Maintain all Community Sensitive Solutions and/or enhancement funded items including the black vinyl coating on the chain link roadway fencing.
- (i) Coordinate with the State on changes to highway access within the project limits.
- (j) In cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).

9. Basis for local participation:

(a) Design Engineering ID 1206-07-05

All design engineering costs necessitated by street and road improvements are 100% eligible for Federal/State funding.

(b) Real Estate Acquisition ID 1206-07-25

All real estate costs necessitated by street and road improvements are 100% eligible for Federal/State funding

(c) Construction ID 1206-07-77

There are no Municipality costs associated with this construction project.

(d) Construction ID 1206-07-83

Community Sensitive Solutions(CSS): CSS funding is 100% eligible for Federal/State funding to a maximum limit of \$430,000. The Municipality is responsible for 100% of CSS costs in excess of \$430,000. The total estimated CSS cost is \$418,436.

Non-Participating cost: The cost to extend the construction of Military Ridge Path Bridge three additional spans/piers (150 feet) is a lump sum of \$82,750 and the Municipality will be responsible for 100% of the cost.



(e) Construction ID 1206-07-74

Community Sensitive Solutions(CSS): CSS funding is 100% eligible for Federal/State funding to a maximum limit of \$70,000. The Municipality is responsible for 100% of CSS costs in excess of \$70,000.

New Lighting: New lighting installations cost for Municipalities is 50% based on the Department's cost sharing policy for new lighting. The total estimated cost for new lighting along the Verona Road East Frontage Road is 207,580 with the municipality's share being \$103,790.

(f) Construction ID 1206-07-75

Community Sensitive Solutions(CSS): CSS funding is 100% eligible for Federal/State funding to a maximum limit of \$484,000. The Municipality is responsible for 100% of CSS costs in excess of \$484,000.

New Lighting: New lighting installations cost for Municipalities is 50% based on the Department's cost sharing policy for new lighting. The total estimated cost for new lighting along Fitchrona Road is \$85,600 with the municipality's share being \$42,800.

(g) Construction ID 1206-08-74

This construction consists of city of Fitchburg sanitary sewer and water relocations that are within the limits of construction project ID 1206-07-74. Sanitary sewer and water plans are to be provided by the city of Fitchburg. The estimated construction cost is \$3,304,110 with the Municipality share at \$ 2,848,110 (includes 1% for construction administration costs). The Municipality will be responsible for inspection and approval of the proposed work.

(h) Construction ID 1206-08-75

This construction consists of city of Fitchburg sanitary sewer and water relocations that are within the limits of construction project ID 1206-07-75. Sanitary sewer and water plans are to be provided by the city of Fitchburg. The estimated construction cost is \$173,920 with the Municipality share at \$149,920 (includes 1% for construction administration costs). The Municipality will be responsible for inspection and approval of the proposed work.

10. The Municipality in agreement with the following construction improvements to local streets under project ID 1206-07-77 and where USH 18/151 (Verona Road) traffic may divert to when USH 18/151 is under reconstruction. The Municipality also agrees to maintain these improvements:

- Lacy Road and Seminole Highway intersection: Add turn lanes to increase intersection capacity and place asphalt overlay.
- Sentinel Pass and Seminole Highway: Construct turn lanes on Seminole Highway and add permanent traffic signals.
- Whalen Road at CTH D(Fish Hatchery Road): Add turn lanes on CTH D and place asphalt overlay at the intersection. Also construct a 10-foot wide path along the west side of CTH D from Whalen Road north to the south City of Fitchburg driveway.

11. The Municipality in agreement with the construction of a pedestrian/bike overpass bridge and path approaches for the Military Ridge Path over McKee Road under project ID 1206-07-83. The Municipality also agrees to maintain these improvements.

12. As part of construction four storm water detention basins will be constructed to handle storm water runoff from Verona Road and local road that are being improved. The Department agrees to fund the construction of the basins and associated storm sewer. The Municipality agrees to maintain at its own cost storm sewer for local roads and the four storm water detention basins.

[END]

Steve Arnold, Mayor  
Introduced By

Public Works  
Prepared by

Board of Public Works, Finance  
Referred To

May 26, 2015  
Date

**RESOLUTION R-61-15**  
**APPROVING REVISED AGREEMENT WITH WISCONSIN DEPARTMENT OF**  
**TRANSPORTATION FOR THE CONSTRUCTION OF THE MILITARY RIDGE PATH**  
**OVERPASS, VARIOUS INTERSECTION IMPROVEMENTS AND RECONSTRUCTION**  
**OF VERONA ROAD FROM CTH "PD" NORTH**  
**TO RAYMOND ROAD**

**WHEREAS**, by resolution R-85-13, the Fitchburg Common Council approved an agreement for the construction of the Military Ridge Path Overpass, Various Intersection Improvements, and the Reconstruction of Verona Road from CTH "PD" North to Raymond Road; and

**WHEREAS**, a portion of the Fitchburg utility relocation work that is required by the project is compensable by WisDOT and will be included in the Verona Road contract documents, and

**WHEREAS**, new street lighting has been added to the project for the Fitchrona Road extension and the Verona Road Frontage Road (as a continuation of Sprocket Drive), and

**WHEREAS**, the total construction cost for the Verona Road Reconstruction project has increased, which increases the CSS funds that are available on the project, and

**WHEREAS**, a revised agreement is needed to reflect these changes in scope, the cost-sharing arrangement, and the non-participating work that will be included in the WisDOT contract documents, and

**WHEREAS**, the changes that have been incorporated into the updated agreement include the following:

- Adding the sanitary sewer and water main relocation work, with Project ID's 1206-08-74 and 1206-08-75, into the WisDOT contract and identifying the compensable and non-compensable portions of that work,
- Adding new street lighting at a 50% cost share for street lights on Fitchrona Road and the Verona Frontage Road (as a continuation of Sprocket Drive),
- Increasing the Community Sensitive Solutions (CSS) maximum for the Verona Road reconstruction project from \$200,000 to \$484,000, and
- Adding the responsibility for the City to maintain the 4 storm water detention basins that WisDOT will be constructing as part of the project to handle storm water runoff from Verona Road and local roads, and



**WHEREAS**, the total Municipal funds that are identified in the agreement are \$3,227,370 with a breakdown of the following:

- \$82,750 for the additional spans on the Military Ridge Path Overpass (expended during Stage 1 construction),
- \$103,790 for the new lighting along the Verona Road Frontage Road,
- \$42,800 for new lighting along Fitchrona Road extension, and
- \$2,998,030 for the sanitary sewer and water main work including new utilities on Fitchrona Road and utility relocates that are required by the project.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Common Council of the City of Fitchburg, Dane County, Wisconsin, that it approves the revised agreement with WisDOT which includes the addition of sanitary sewer and water main work, new street lighting, increased CSS funds, and the City's responsibility to maintain the storm water basins that are being constructed as part of the project.

**BE IT FURTHER RESOLVED**, that the Fitchburg Common Council authorizes the Mayor and the City Clerk to sign the agreement with Wisconsin Department of Transportation.

Adopted by the Common Council of the City of Fitchburg this \_\_\_\_ day of June, 2015.

Approved By: \_\_\_\_\_  
Steve Arnold, Mayor

Attested By: \_\_\_\_\_  
Patti Anderson, City Clerk

# City of Fitchburg

## Committee or Commission Referral

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Direct Referral Initiated by:

Direct Referral Approved by:

Date Referred: **May 26, 2015**

Ordinance Number:

Date to Report Back: **June 9, 2015**

Resolution Number: **R-64-15**

---

Sponsored by: Mayor

Drafted by:

**TITLE:        APPROVING AGREEMENT FOR SUBDIVISION IMPROVEMENTS  
                     IN THE PLAT OF QUARRY VISTA**

**Background:** The land division ordinance requires the developer to enter into a contract with the City for the installation of public improvements in a plat. The City uses a standard agreement for this contract that has been reviewed by the City Attorney. This agreement is modified for specific circumstances in each plat. The City Attorney and City Engineer are still working with the developer's attorney on the changes necessary for the Quarry Vista plat. This resolution approves this agreement subject to final review by the City Attorney and City Engineer.

Order	Referred To	Staff Contact	Place on Agenda For	Action Taken On Referral
1	Board of Public Works	Horton	June 1, 2015	
2				
3				
4				

Amendments:

**AGREEMENT FOR  
SUBDIVISION IMPROVEMENTS  
IN THE PLAT OF QUARRY VISTA**

**City of Fitchburg, Dane County  
Wisconsin**

This Agreement, executed in two (2) or more originals, is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Hamm Land Fam, LLC and each partnership and partner jointly and severally, hereinafter referred to as "Subdivider", and the City of Fitchburg, a Wisconsin municipal corporation, hereinafter referred to as the "City":

Legal Description: See Exhibit A

**WITNESSETH**

WHEREAS, the Subdivider desires City approval of a final plat identified as Quarry Vista, hereinafter referred to as "Plat," in order that it may be recorded and improvements installed and lots developed and sold; and

WHEREAS, Chapter 24 of the General Code of Ordinances of the City of Fitchburg, hereinafter referred to as the "Ordinance", requires, among other things, that as a condition of plat approval Subdivider agree to make and install all necessary public improvements, including, but not limited to, sanitary sewers, water mains, storm sewers, lot stakes and standard street improvements and that said improvements be constructed by the Subdivider to City standards and dedicated to the City without cost to the City; and

WHEREAS, the Ordinance requires that as a condition of plat approval adequate public sites, open spaces, park and recreation areas with suitable street frontage be improved and dedicated to the City or that certain fees be paid to the City in lieu of such improvements and dedication.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated by reference, the mutual covenants hereinafter set forth, the approval of the Plat by the City, and other good

Recording Area

Return to:

City Clerk  
City of Fitchburg  
5520 Lacy Road  
Fitchburg, WI 53711

Parcel Number:

225/0609-182-8560-2  
225/0609-182-8580-2  
225/0609-182-8600-2  
225/0609-073-9820-3  
225/0609-073-9840-9  
225/0609-073-9860-5

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree:

## **Section 1**

### **Required Improvements**

#### **1.01 Street Improvements**

##### **(1) Standard Improvements, Curb and Gutter, Bituminous Pavement**

- (A) The Subdivider shall install and dedicate, without cost, to the City, except as hereinafter provided, and in accordance with the schedule set forth in Section 2.01 of this Agreement, standard street improvements including concrete curb and gutter, crushed stone base, bituminous binder course and bituminous surface course, on all streets in the Plat in accordance with the provisions of Sections 24-8 and 24-9 of the Ordinance.
- (B) The Subdivider shall reconstruct Fitchrona Road, for a length of ~220', to provide adequate sight distance at the new public intersection with Quarry Vista Drive.
- (C) The improvements required by this Section shall be installed by the Subdivider pursuant to private contract. The Subdivider shall submit the bids for such improvements to the City Engineer. The City Engineer shall have fifteen (15) days to review the bids. If in the opinion of the City Engineer, the bids received by the Subdivider for the installation of such improvements do not meet City standards as defined in the Ordinance, the City shall have the right to request rebidding.
- (D) All street work required by Section 1.01(1)(B) shall be completed, inspected and approved by the City Engineer prior to acceptance by the City for public use.
- (E) The first layer of asphalt paving shall be completed by October 31 of the year the improvements are to be accepted. NO paving on public streets will be allowed from October 31 to May 1. The final layer of asphalt shall be completed by no earlier than August 15 and no later

than September 15 of the year after the initial layer of asphalt.

- (F) Subdivider shall provide a temporary private drive from the south Plat line on Turnstone Lane to Lacy Road. Private drive shall be a minimum of 20 feet in width in accordance with Section 44-402 of the City's General Code of Ordinances.
- (2) **Barricades.** The Subdivider shall furnish, install and maintain barricades and signs at all points where new right-of-ways extend to or from, or intersect with existing right-of-ways, at all street ends, and at such other places as the City Engineer may direct. All such barricades and signs shall conform to the Manual on Uniform Traffic Control Devices (MUTCD).
- (3) **Street Lights.** The Subdivider shall furnish, and install at the Subdivider's expense, street lights and poles, to City specifications at the locations specified by the City Engineer. Lights and poles, make and type shall be approved by the City. The Subdivider shall coordinate installation of street lights with Madison Gas & Electric. The Subdivider shall be responsible for all Madison Gas & Electric costs.
- (4) **Street End Connections.** Subdivider is responsible for constructing all street end connections with existing streets so that street widths and grades carry through existing streets. Street widths may be modified only if approved in writing by the City Engineer.
- (5) **Signage.** Subdivider shall provide and install street and crosswalk signage and markings in accordance with MUTCD.

## **1.02 Sidewalks and Driveways**

- (1) Subdivider shall install 5-foot wide sidewalks to City specifications for all lots in the Plat.

## **1.03 Pathways**

- (1) Subdivider shall install 10 foot wide paved pathways including drainage crossways within Outlots 1 and 5. Additional pathways shall be installed at locations in accordance with the Comprehensive Development Plan for land within this Plat.

#### **1.04 Sanitary Sewers**

- (1) Subdivider shall submit to the City Engineer, Wisconsin Department of Natural Resources, Capital Area Regional Planning Commission, and Madison Metropolitan Sewerage District, if required, for review and approval, plans and specifications for sanitary sewers, complete with laterals and appurtenances thereto in accordance with the Ordinance and Section 40-627 of the City's General Code of Ordinances.
- (2) After all required approvals have been obtained, the Subdivider shall, without cost to the City, and in accordance with the Schedule set forth in Section 2.01 of this Agreement, construct and install sanitary sewers throughout the Plat, complete with laterals and appurtenances, constructed in accordance with the approved plans and specifications.
- (3) Subdivider shall pay any Madison Metropolitan Sewerage District charges or assessments against the Plat to Utility District No. 1 of the City of Fitchburg prior to commencing any construction in the Plat.
- (4) Subdivider shall be responsible for extending sanitary sewer to the Plat limits.
- (5) All existing septic systems within the Plat shall be properly abandoned in accordance with the State of Wisconsin standards.
- (6) Easements for sewer mains within the Plat shall be dedicated to the City by the Subdivider. Easements for sewer mains not located in right-of-ways shall have a minimum width of 20 feet.
- (7) Subdivider shall provide a 10' minimum access path to all sanitary manholes within easements for sewer maintenance. Path shall be designed as directed by City Engineer.

#### **1.05 Water Improvements**

- (1) **Water Mains, Laterals and Appurtenances**
  - (A) Subdivider shall submit to the City Engineer and to the Wisconsin DNR for approval, plans and specifications for water mains, complete with laterals and appurtenances, thereto in accordance with the Ordinance and Section 40-275 and 40-276 of the City's General Code of Ordinances.

- (B) After all required approvals have been obtained, Subdivider shall, without cost to the City and in accordance with the schedule set forth in Section 2.01 of this Agreement, construct water mains throughout and to serve the Plat, complete with laterals and appurtenances thereto, in accordance with the approved plans and specifications.
- (C) Water mains shall be looped or connected to existing mains as required to service Plat.
- (D) Easements for water mains within the Plat shall be dedicated to the City by the Subdivider. Easements for water mains not located in rights-of-way shall have a minimum width of 20 feet.
- (E) Subdivider shall install 12" water mains along Lacy Road and Fitchrona Road in Outlot 5 to the plat limits. Utility shall reimburse Subdivider for incremental material cost difference between the 10" and 12" pipe. Subdivider shall be responsible for all costs that are not assessable in accordance with the City of Fitchburg assessment policy to adjoining property owners.
- (F) Subdivider shall pay assessment for water main adjacent to Outlot 1 within 30 days of being invoiced.
- (G) 80 dwelling units shall be occupied within six (6) months of the first occupancy within the Plat.
- (H) Subdivider shall reimburse City for costs to flush the water mains on Fitchrona Road, south of Nesbitt Road, and within the Plat until 80 dwellings are occupied within the Plat.
- (I) Subdivider shall post a surety for \$550,000 for construction of the public water main on Fitchrona Road, between Nesbitt Road and Quarry Vista Drive, to service the Plat. The surety will be reduced as impact fees are collected within the Plat. The entire surety will be released when all improvement required by the Comprehensive Development Plan are fully constructed and accepted. Subdivider shall pay the remaining balance, of the cost to install the water main along Fitchrona Road minus collected impact fees and current/deferred assessments, prior to expiration of the this Agreement if all improvements in the Comprehensive Development Plan

are not installed by Subdivider and accepted by City.

- (2) **Abandonment of Wells.** All existing private wells within the plat shall be properly abandoned in accordance with DNR standards. Wells may remain in service if well operation permit is obtained from Fitchburg Utility District No. 1.

#### **1.06 Storm Sewers and Stormwater Facilities**

- (1) **Plans Submitted to City Engineer.** The Subdivider shall submit to the City Engineer for review and approval, plans and specifications for storm sewers and appurtenances and storm water facilities, including drainageways, greenways, stormwater detention ponds, bioretention devices, etc. in the Plat and along Lacy and Fitchrona Road as required by the Plan Commission under Section 24-9 of the Ordinance. Plans shall indicate, at a minimum, storm sewer locations, inlets, manholes and other storm structures, phased construction, methods to control scouring into and out of stormwater facilities, outlet design and type, and computations of inflow-outflow capacity.
- (2) **Installation.** Subdivider shall install storm sewers and stormwater facilities complete with appurtenances thereto throughout the Plat without cost to the City in accordance with approved plans and specifications and the schedule set forth in Section 2.01 of this Agreement. The plans will include improved swales and stormwater features along Lacy Road and Fitchrona Road as well as storm sewer piping into the Quarry Ridge Wet Pond.
- (3) **Stormwater Improvements.** Subdivider shall be responsible for obtaining positive drainage of stormwater within the Plat, including the dedication, grading and vegetation of the necessary drainage easements and/or stormwater facilities to manage stormwater draining into, through and out of the Plat. Subdivider shall prepare a report that meets the stormwater management requirements for the Plat as set forth by Chapter 30, Article II of the Fitchburg Municipal Code. Stormwater ponds, bioretention facilities, and greenways are typically required to be planted with native vegetation. Subdivider shall be responsible for contracting with a city-approved vegetation management contractor to provide vegetation management for the stormwater facilities for a minimum of three (3) years from the date of acceptance.



### **1.07 Grading**

- (1) Subdivider shall submit to the City Engineer for review and approval, grading plans and specifications to provide positive drainage of the Plat as well as drainage in the flow directions as depicted on the Plat.
- (2) After approval of the plans and specifications by the City Engineer, Subdivider shall, without cost to the City and in accordance with the schedule set forth in Section 2.01 of this Agreement, grade the Plat, including all public outlots, in accordance with the approved plans and specifications.

### **1.08 Erosion Control**

- (1) Subdivider shall submit an application for storm water and erosion control in the plat to the City Engineer pursuant to Chapter 30 of the City's General Code of Ordinances for review and issuance of a permit. No work shall commence until such permit is issued.
- (2) After the City Engineer has issued a permit and before any land surface disturbances are made in the Plat, Subdivider shall, without cost to the City, provide all erosion control measures in accordance with the approved plans and specifications.
- (3) Temporary basins, stone weepers, sediment netting, and similar erosion control devices shall be installed by Subdivider during construction as directed by the City Engineer. All temporary devices shall be maintained by the Subdivider.
- (4) Before constructing any temporary device, the Subdivider shall file plans with the City Engineer for approval. No erosion control facility shall be constructed by the Subdivider unless approved by the City Engineer.
- (5) If the method of erosion control fails, the Subdivider shall clean up the materials which have been displaced and repair or replace the method of control which has failed prior to construction of additional improvements to the Plat.
- (6) All areas of the Plat shall be properly and promptly fine graded and restored upon completion of the necessary grading, including outlots.

## **1.09 Electric, Communications and Gas Facilities**

- (1) Prior to commencing construction of any required electric, gas or communication utilities, the Subdivider shall submit the construction schedule, therefore to the City Engineer for review and approval and shall furnish proof that such arrangements as may be required under applicable rates and rules filed with the Wisconsin Public Service Commission have been made with the owner or owners of the utility lines or services for placing their respective facilities underground.
- (2) All new electric distribution lines (excluding lines of 14,400 volts or more), all new telephone lines from which lots are individually served, all new communication lines, television cables and service installed within the Plat shall be underground unless a waiver is obtained from the City Plan Commission in accordance with Section 24-10 (e) of the Ordinance.
- (3) Associated equipment and facilities which are appurtenant to underground electric and communications systems, such as but not limited to, substations, pad-mounted transformers, pad-mounted sectionalizing switches and above-grade pedestal-mounted terminal boxes, may be located above ground.
- (4) Where the electric and communications facilities are to be installed underground, the utility easements shall be graded to within six (6) inches of final grade by the Subdivider, prior to the installation of such facilities, and earth fill, piles or mounds of dirt shall not be stored on such easement areas. Utility facilities when installed on utility easements whether overhead or underground shall not disturb any monumentation in the Plat. Subdivider shall record a Plat restriction prohibiting disturbance of finished grade of utility easements by more than six (6) inches without consent of City Engineer and Utilities.
- (5) All underground utilities in street right-of-way shall be installed prior to construction of street improvements. Provision must be made for mechanical compaction of all underground utility ditches or trenches situated within a street right-of-way or within a dedicated outlot.

## **1.10 Street Tree Planting**

- (1) **Planting Requirements.** The Subdivider shall, prior to installation of any public improvements, prepare a

street tree planting plan to be approved by the City Engineer. The tree planting plan shall, at a minimum, provide one (1) street tree for every lot, or for every eighty (80) feet of street frontage (whichever produces the greater number of trees), with the trees being a minimum of two (2) inch caliper.

- (2) **Notice to lot purchasers.** The Subdivider shall notice the existence of the planting plan to lot purchasers through deed restrictions, protective covenants, and any other measures the Subdivider may deem appropriate.
- (3) **Installation.** Upon substantial installation and completion of homes and yards within any phase of the improvements for the Plat, the City Engineer shall cause the installation of the street trees. The final tree location and species, which shall be approved by the City Engineer, shall recognize existing trees, driveways, utility facilities, street lights, signs and other similar features.
- (4) **Payment.** The Subdivider shall reimburse the City for all costs related to tree planting in accordance with the planting plan.

## **Section 2**

### **Construction Schedule**

#### **2.01 Public Improvements**

- (1) **Installation Deadline.** Subdivider shall commence and complete installation of required public improvements in the Plat within 48 months of the recording of this Agreement.
- (2) **Contractor Acknowledgment.** The following notation shall be included in the Agreement section of the Contract Documents: The contractor acknowledges by signing this agreement that NO paving on public streets shall occur after October 31. The public improvements for this plat will not be accepted by the City unless all the improvements are installed and all punchlist items are complete, other than final layer of asphalt and vegetation management. No building permits will be issued until this acceptance. The final layer of asphalt will be placed by no earlier than August 15 and no later than September 15 of the year following the first layer of asphalt.

- (3) **Land Conveyance.** With the exception of Lot 15 as shown on the approved Plat, no lot or future buildable outlot may be conveyed until public improvements as outlined in this agreement have been installed and accepted by the City or a letter of credit or surety identified in Section 5 has been posted with the City Engineer for 115% of the costs of public improvements for the lot being conveyed. No building permits can be issued for any lot in the Plat until the public improvements have been accepted. Lot 15 as shown on the approved Plat, where it already exists on the date of this Agreement, will be permitted to obtain early start permits at any time after the Plat is recorded and the Fitchrona Water Main Bid is approved by City Council.

## **2.02 Commencement of Construction**

Subdivider shall not commence construction of the required improvements for any phase of the Plat prior to the time that:

- (1) Copies of all contracts for the construction and installation of the required improvements have been filed with the City Engineer.
- (2) A proposed construction schedule for the required improvements has been submitted to, reviewed, and approved by the City Engineer.
- (3) A copy of this Agreement, duly executed by the Subdivider and the City, has been filed in the office of the City Planner/Zoning Administrator and recorded with the Dane County Register of Deeds.
- (4) The required security described in Section 4 has been approved by the Mayor as to sureties and City Attorney as to form and filed with the City Clerk.
- (5) The required fees identified in 1.04(3) have been paid to the Fitchburg Utility.
- (6) The construction plans have been submitted to, reviewed, and approved by the City Engineer. City plan approval is only valid for 12 months.
- (7) All required approvals have been obtained with copies sent to the City Engineer.
- (8) All required fees imposed under Sec. 24-15 of the Ordinance have been deposited with the City Zoning Department or City Clerk.

- (9) A preconstruction meeting has been held with the City, Subdivider, contractor, consultant and utilities present.

## **2.03 Construction Submittals and Requirements**

Subdivider shall submit to the City the following:

- (1) **Record Drawings.** One set of 24" x 36" Mylar drawings and a digital file of the record drawings shall be submitted to the City within three (3) months of acceptance of the work in accordance with the latest edition of the City of Fitchburg Standard Specifications for Public Works Construction. If record drawings are not submitted within the specified time frame, the City reserves the right to restrict commencement of subsequent project phases and/or assess the Subdivider for actual expenses incurred for creation of such drawings.
- (2) **Plant Value Submissions.** A copy of final construction costs, broken down per item, shall be submitted to the City by December 15 of the year the construction is completed.
- (3) **Construction Survey Benchmarks.** A location map with benchmark descriptions and elevations shall be delivered to the City within three (3) months of acceptance of the work. Elevations shall be in English units (feet) utilizing USGS elevations.
- (4) **Property Iron Markers.** All property irons within the development shall be marked with four foot (4') steel fence posts.

## **Section 3**

### **Recreation, Parkland and Open Space**

#### **3.01 Parkland Dedication**

Through this Plat, the Subdivider will be dedicating 472,646 square feet of area from Outlots 1 and 5 for parkland, which equates to 162.98 dwelling units. The Plat proposes construction of 14 dwelling units and 152 multi-family dwelling units. With a credit for two dwelling units that were part of what will be Lot 15, there is a remaining deficit of 1.02 dwelling units for (or 2,954 square feet). To compensate for this deficit, the Subdivider shall pay, prior to the City signing the Plat, a fee of \$4,410.63. This fee is in 2015 dollars, and if not paid in 2015

shall be subject to adjustment in accord with the city fee schedule in effect at the time of payment. In addition, if a greater number of multi-family dwelling units are constructed on Lot 15 of the Plat, a fee-in-lieu of dedication shall be required for the increase, prior to issuance of a building permit in accord with the city fee schedule in effect at the time of payment.

### **3.02 Park Improvement Fee Payment**

Prior to City's signing of the Plat, Subdivider shall pay a park improvement fee of \$30,860 for the proposed 14 single family units and 152 multi-family units. This fee is in accord with the 2015 city fee schedule and if not paid in 2015 the fee shall be adjusted in accord with the fee schedule in effect for the year in which it is paid. In addition, if additional dwelling units are constructed other than those anticipated, Subdivider shall pay a Park Improvement Fee, prior to issuance of a building permit, in accord with the city fee schedule in effect at time of payment

### **3.03 In-Lieu Fee for Parkland Street Frontage**

The proposed Plat provides for future improved street frontage of 20 lineal feet (Outlot 1 extends into Outlot 3 adjacent to Outlot 2). The 14 single family dwelling units and 152 multi-family units require the provision of 287.81 lineal feet. With pro-rating based on street frontage in the preliminary plat a deficiency of 149.11 linear feet is left. With the intended full build-out in accord with the preliminary plat, sufficient street frontage for parkland will be provided in later additions to the Plat. Subdivider shall establish an escrow account at a financial institution agreeable to the City Finance Director in the amount of \$55,320. The escrow account shall be in place with the funds prior to the City signing the final plat. The escrow account is expected to be released to the Subdivider when sufficient street frontage has been provided. If the anticipated street frontage is not dedicated through recording of an additional phase to the Plat within two years of the date of recording of the Plat, the escrow funds, with any earned interest, shall be provided to the City. The escrow fee is based on a fee of \$52,188.95 that would be due in 2015, with an additional 6% adjustment to account for potential increases in the cost of street frontage over the two year period.

## **Section 4**

### **Maintenance of Land Within Plat**

#### **4.01 Mowing of Lots**

Subdivider shall cause all Subdivider owned lots to be mowed to height of 6 inches or less at least 3 times a year. Mowing shall occur at the following approximate times: mid-to-late May, July, late August to early September. The City Engineer or Fire Chief may require more frequent mowing if the Engineer or Fire Chief determines a health, safety or sanitary hazard exists which requires more frequent mowing.

## **Section 5**

### **Security for Performance**

#### **5.01 Security To Be Furnished Prior To Start Of Construction**

At the time of entering into this Agreement, the Subdivider shall file an acceptable irrevocable letter of credit, a bond, or other certified funds with the City in an amount equal to or exceeding 115% of the approved contract amount. Upon completion of construction of the required improvements, submittal to the City Engineer of proof of payment to contractors and acceptance of the improvements by the Common Council, the City Engineer may release up to 85% of the security furnished hereunder during the one-year guarantee period as provided in Section 5.03 except with respect to the final asphalt surface layer of streets. If the amount of security is not known at the time of entering into this agreement, then the amount shall be determined in accord with section 24-2(c) (2) of the ordinance. Security for the Plat shall be agreed to and posted prior to commencement of any construction in the Plat.

#### **5.02 Security To Guarantee Payment And Performance**

The security furnished pursuant to Section 5.01 of this Agreement, whether for Phase I or subsequent phases of the Plat, shall guarantee that each and every phase of construction will be completed in accordance with the schedule established in Section 2.01 of this Agreement, that the work will comply with the approved plans and specifications, and that all obligations of the Subdivider to the City under this Agreement and to the contractors, subcontractors, laborers and materialmen will be fully paid and timely met.

### **5.03 Guarantee of Finished Work**

The security furnished pursuant to Section 5.01 shall be held for the guarantee of finished work after the required improvements for the applicable phase have been completed and accepted by the City Common Council, unless partially released in accordance with the Ordinance. The security shall be held to guarantee all required improvements against defects in workmanship and materials. If any defects appear during the period of the guarantee, the Subdivider shall, at its expense, install replacements or perform acceptable repairs. In the event that the Subdivider fails to install the required replacements or perform the repairs, the City may do so and deduct the cost thereof from the security. Unless defects have appeared and have not been repaired, the City will release the security to the Subdivider upon expiration of the guarantee period; provided the security furnished on completion of the final asphalt layer of streets, including the cost of the work plan, plus 15% shall not be released sooner than one year from the date of the City Engineer's written acknowledgment that the final asphalt layer has been properly accomplished. If any defect is discovered during such one year period, the security furnished plus 15% shall not be released until all required replacements and repairs have been performed and acknowledged by the City Engineer to be in accordance with this Agreement and the Ordinance.

- (1) **Guarantee Periods.** The guarantee period shall be three (3) years from the date of acceptance for the following improvements: native vegetation used in public prairies and/or stormwater facilities. The guarantee period shall be one (1) year from the date of acceptance for all other public improvements.

## **Section 6**

### **Miscellaneous Provisions**

#### **6.01 Qualifications of Contractors**

Only contractors who submit proposals which meet the plans and specifications previously approved by the City Engineer shall be engaged for the installation and construction of the required improvements.

#### **6.02 Acceptance of Improvements**

All public improvements required under Section 1 shall be completed, inspected and approved by the City Engineer, and accepted by the City Council.



### **6.03 Awarding Of Contracts for Construction**

The Subdivider shall not award any contract for the construction of the required improvements until all bids have been submitted to, reviewed and approved by the City Engineer as meeting the requirements of Section 6.01.

### **6.04 City Engineering, Inspection, Testing, Consulting and Legal Fees and Expenses**

Subdivider shall pay all engineering, inspection, testing, consulting and legal fees and expenses incurred by the City arising out of or in any way related to the Plat and Comprehensive Development Plan. Payments shall be made within 30 days of the City's billing date.

### **6.05 Infrastructure Inventory Updates**

Subdivider shall pay for all costs relating to the GIS system and water model for infrastructure data added as a result of this plat.

### **6.06 Agreement Not Construed as Waiver of Land Division & Other City Ordinances**

Except as herein specifically provided, nothing set forth in this Agreement shall be construed as intended to be a waiver or release of any obligations imposed upon the Subdivider by the Ordinance or the City's Code of Ordinances.

### **6.07 Amendments**

The parties may amend this Agreement by express mutual written agreement for any phase of the Plat.

### **6.08 Breach**

In the event of breach of this Agreement, or any part thereof, by either party or their contractors, sureties or agents, the defaulting party agrees to pay all reasonable engineering, inspection, consulting and legal fees or expenses incurred by the non-defaulting party as a result of such default.

### **6.09 Agreement Binding on Heirs and Assigns of Parties**

This Agreement shall be binding upon the Subdivider jointly and severally, upon their personal representatives and heirs, and upon the successors and assigns of all parties hereto.

#### **6.10 Assignment Only with Express Written Approval**

This Agreement shall not be assigned by any party without express written approval of the other party which shall not be unreasonably withheld.

#### **6.11 Entire Agreement**

This Agreement, consisting of nineteen (19) pages and executed in two counterparts, each one of which shall constitute an original for all purposes, contains the entire agreement of the parties and shall not be modified, amended or extended except by express written agreement duly executed by all parties hereto.

#### **6.12 Recording**

A fully executed original of this Agreement shall be recorded by the Subdivider and proof of such recording filed with the City Clerk. Upon acceptance by the Common Council of the City of all the improvements described in this Agreement, and upon all conditions precedent to such acceptance being met, and upon the 1 year guarantee period referred to in Section 5.03 having expired, the City agrees to execute, acknowledge and deliver to the Subdivider, in recordable form, a certificate of termination providing that all of the Subdivider's obligations under this contract have been met and that this Contract is hereby terminated.

#### **6.13 General Provisions**

- (1) If any part, term, or provision of this Contract is held by the courts to be illegal or other wise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.
- (2) Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable law.
- (3) The Subdivider hereby warrants to being now lawfully seized and possessed of the real estate to be improved pursuant to this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this  
\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Steve Arnold, Mayor

By: \_\_\_\_\_  
Patti Anderson, City Clerk

Approved As To Form:

By: \_\_\_\_\_  
Mark Sewell, City Attorney  
STATE OF WISCONSIN)ss.  
COUNTY OF DANE)

DRAFT

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015,  
the above named Steve Arnold and Patti Anderson, to me known to be  
the Mayor and City Clerk of the City of Fitchburg and the persons  
who executed the foregoing instrument and acknowledged the same.

---

Notary Public, State of Wisconsin

Printed Name of Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SUBDIVIDER(S): \_\_\_\_\_

Company Name

By: \_\_\_\_\_

President

\_\_\_\_\_ Address

By: \_\_\_\_\_

Secretary

\_\_\_\_\_ City, State, Zip

STATE OF WISCONSIN)ss.

COUNTY OF DANE

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, the  
above named \_\_\_\_\_ to me known to be the  
\_\_\_\_\_ of \_\_\_\_\_ and  
the persons who executed the foregoing instrument and acknowledged  
the same.

---

Notary Public, State of Wisconsin

Printed Name of Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Drafted by: Cory Horton, Director of Public Works  
City of Fitchburg

## Exhibit A

### Metes and Bounds Description - Plat Boundary

All of Lots 1-3, Certified Survey Map Number 11159, as recorded in Volume 67 of Certified Survey Maps, on pages 152-154, as Document Number 3959694, Dane County Registry, all of Certified Survey Map Number (CSM#) 61, as recorded in Volume 1 of Certified Survey maps, on page 61, as Document Number 1031106, Dane County Registry, also part of the Northeast, Southeast and Southwest Quarters of the Southwest Quarter of Section 07, also part of the Northwest and Northeast Quarters of the Northwest Quarter of Section 18, all in Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin, more fully described as follows:

Beginning at the South Quarter corner of said Section 07; thence South 00 degrees 03 minutes 24 seconds West along the east line of the Northeast Quarter of the Northwest Quarter of said Section 18, 24.99 feet to a point of non-tangential curvature; thence 110.09 feet along the arc of a curve to the left, through a central angle of 01 degree 34 minutes 37 seconds, a radius of 4000.00 feet, a chord bearing South 82 degrees 34 minutes 44.5 seconds West and a chord length of 110.09 feet; thence South 81 degrees 47 minutes 26 seconds West, 132.81 feet; thence South 80 degrees 00 minutes 09 seconds West, 270.82 feet to a point of curvature; thence 121.01 feet along the arc of a curve to the left, through a central angle of 03 degrees 55 minutes 01 second, a radius of 1770.00 feet, a chord bearing South 78 degrees 02 minutes 38.5 seconds West and a chord length of 120.98 feet; thence North 01 degree 55 minutes 05 seconds East, 41.54 feet to the north right of way line of Lacy Road, also being a point of non-tangential curvature; thence 220.38 feet along the arc of a curve to the left, also being said north right of way line, through a central angle of 06 degrees 58 minutes 34 seconds, a radius of 1810.00 feet, a chord bearing South 72 degrees 57 minutes 22 seconds West and a chord length of 220.24 feet; thence South 69 degrees 28 minutes 05 seconds West along said north right of way line, 238.45 feet to a point of curvature; thence 233.24 feet along the arc of a curve to the right, also being said north right of way line, through a central angle of 08 degrees 34 minutes 00 seconds, a radius of 1560.00 feet, a chord bearing South 73 degrees 45 minutes 05 seconds West, and a chord length of 233.02 feet; thence South 78 degrees 02 minutes 05 seconds West along said north right of way line, 747.30 feet; thence South 77 degrees 15 minutes 15 seconds West along said north right of way line, 310.41 feet; thence North 50 degrees 54 minutes 25 seconds West along said north right of way line, 49.58 feet to the east right of way line of Fitchrona Road; thence North 00 degrees 56 minutes 55 seconds East along said east right of way line, 582.50 feet; thence North 01 degree 00 minutes 40 seconds East along said east right of way line, 33.70 feet to a north line of said Lot 3, CSM#11159; thence South 87 degrees 50 minutes 32 seconds East along said north line, 299.45 feet to a west line of said Lot 3; thence North 00 degrees 55 minutes 19 seconds East along said west line, 622.87 feet to a south line of said Lot 3; thence North 88 degrees 14 minutes 43 seconds West along said south line, 298.44 feet to the aforementioned east right of way line; thence North 01 degree 00 minutes 40 seconds East along said east right of way line, 83.87 feet to the north line of said Lot 3; thence South 87 degrees 44 minutes 26 seconds East along said north line, 854.04 feet; thence North 54 degrees 05 minutes 00 seconds East along said north line, 1904.16 feet to the east line of the Southwest Quarter of said Section 07, also being the north most corner of said Lot 3; thence South 01 degree 55 minutes 05 seconds West along said east line, also being the east line of said Lot 3, 1910.74 feet to the Point of Beginning. This description contains 3,152,328 square feet or 72.3675 acres.

Bearings are based upon the Wisconsin County Coordinate System

Prepared By:

Burse Surveying and Engineering, Inc.

1400 E. Washington Ave., Suite 158

Madison WI, 53703

M:\BSE1690\documents\plat boundary metes and bounds.doc

Steve Arnold, Mayor  
Introduced by

Public Works  
Prepared by

Board of Public Works  
Referred to

May 26, 2015  
Date

**RESOLUTION R-64-15**  
**APPROVING AGREEMENT FOR SUBDIVISION IMPROVEMENTS**  
**IN THE PLAT OF QUARRY VISTA**

**WHEREAS**, the City of Fitchburg Common Council on April 28, 2015, by Resolution R-50-15 approved the proposed Plat, file number FP-2055-15; and

**WHEREAS**, the Land Division Ordinance requires the execution of a contract for improvements be executed prior to signature of the land division document by the City Clerk; and

**WHEREAS**, the Board of Public Works has reviewed and approved the Agreement for Subdivision Improvements in the Plat; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Common Council of the City of Fitchburg, Dane County, Wisconsin, hereby approves the Agreement for Subdivision Improvements in the plat of Quarry Vista subject to final review by the City Attorney and the City Engineer; and

**BE IT FURTHER RESOLVED** that the Mayor and Deputy City Clerk are hereby authorized to properly execute such document.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015

Approved By: \_\_\_\_\_  
Steve Arnold, Mayor

Attested By: \_\_\_\_\_  
Patti Anderson, City Clerk